

INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET		1. SOLICITATION NUMBER SP0600-01-R-0006	2. (X one) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">a. SEALED BID</td> <td style="width: 50%;"></td> </tr> <tr> <td style="text-align: center;">X</td> <td style="text-align: center;">b. NEGOTIATED (RFP)</td> </tr> <tr> <td></td> <td style="text-align: center;">c. NEGOTIATED (RFQ)</td> </tr> </table>	a. SEALED BID		X	b. NEGOTIATED (RFP)		c. NEGOTIATED (RFQ)
a. SEALED BID									
X	b. NEGOTIATED (RFP)								
	c. NEGOTIATED (RFQ)								

INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals." NOTE: The new title of this clause is "LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF PROPOSALS."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must be set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code)

ATTN: BRENDA HALL/DESC-FPB/RM 2941	PPN: 6.2A
DEFENSE ENERGY SUPPORT CENTER	
8725 JOHN KINGMAN ROAD, SUITE 4950	FAX: 703-767-9338
FORT BELVOIR, VA 22060-6222	TELEPHONE: 703-767-9342

4. ITEMS TO BE PURCHASED (Brief description)

Aviation Fuel Operations at Simmons Army Air Field and Camp Mackall, Ft. Bragg, NC.

Period of Performance: Base period of five (5) years, with three five year options to renew for a possible total of twenty years.

5. PROCUREMENT INFORMATION (X and complete as applicable)

X	a. THIS PROCUREMENT IS UNRESTRICTED	
	b. THIS PROCUREMENT IS A _____% SET-ASIDE FOR ONE OF THE FOLLOWING (X One). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)	
(1) Small Business	(2) Labor Surplus Area Concerns	(3) Combined Small Business/Labor Area Concerns

1. Facsimile proposals are not authorized for this. Please be sure that labels of overnight mailings clearly show the solicitation number and are addressed to the Bid Custodian at the address listed below.

2. Please be certain to clearly identify all exceptions to the solicitation's terms and conditions, if any, and acknowledge receipt and acceptance of all amendments to this solicitation.

3. If your firm does not wish to offer on this solicitation, but does wish to remain on the mailing list, this form must be returned to DFSC within 30 days after the closing date of the solicitation. FAILURE to respond within the time frame may result in automatic removal from the mailing list.

7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial) BRENDA HALL	b. ADDRESS (Including Zip Code) ATTN: BRENDA HALL/DESC-FPB DEFENSE ENERGY SUPPORT CENTER 8725 JOHN KINGMAN ROAD, SUITE 2941 FORT BELVOIR, VA 22060-6222
c. TELEPHONE NUMBER (Including Area Code and Extension) (NO COLLECT CALLS) 703-767-9342	

8. REASONS FOR NO RESPONSE <i>(X all that apply)</i>			
a. CANNOT COMPLY WITH SPECIFICATIONS		b. CANNOT MEET DELIVERY REQUIREMENTS	
c. UNABLE TO IDENTIFY THE ITEM(S)		d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
e. OTHER <i>(Specify)</i>			
9. MAILING LIST INFORMATION <i>(X one)</i>			
YES	N	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF	
	O	ITEM(S) INVOLVED.	
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS <i>(Including Zip Code)</i>	
c. ACTION OFFICER			
(1) Typed or Printed Name <i>(Last, First, Middle Initial)</i>	(2) Title	(3) Signature	(4) Date Signed <i>(VV-MM-DD)</i>

DD Form 1707 Reverse, MAR 90

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FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
SP0600-01-R-0006	
JAN 4, 2001	LOCAL TIME 3:00 PM

TO ATTN: BID CUSTODIAN, DESC-CPC, ROOM 3815
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN KINGMAN ROAD
FORT BELVOIR, VA 22060-6222

4. Notice: Any contract awarded to a Contractor who, at the time of award was suspended, debarred, ineligible for receipt of contract with Government Agencies or in receipt of a notice of proposed debarment from any Government Agency, is voidable at the option of the Government.
5. The following clauses are critical to your offer: I1.07, Central Contractor Registration; L2.31.100, Proposal Format and Content and L87.03 and L87.06, Conditions for Multiyear Offers.
6. A pre-proposal conference is scheduled for December 14, 2000 at 9:00 a.m. at Ft. Bragg, NC (see clause L196). Any questions you may have must be submitted no later than December 7, 2000.
7. The Government reserves the right not to award a contract if the price does not result in a cost savings to the Department of Defense.

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 39		
2. CONTRACT NO.			3. SOLICITATION NO. SP0600-01-R-0006		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 21 NOV 00		6. REQUISITION/PURCHASE NO. SP0600-01-0401/BASIC	
7. ISSUED BY CODE Defense Energy Support Center 8725 John J. Kingman Rd., Suite 4950 Ft. Belvoir, VA 22060-6222 Buyer/Symbol: Brenda Hall/DESC-FPB Phone: 703-767-9342 Fax: 703-767-9338				SPO600		8. ADDRESS OFFER TO (If other than item 7) ATTN: Bid Custodian/DESC-CPC/Rm. 3815 Defense Energy Support Center 8725 John J. Kingman Rd., Suite 4950 Ft. Belvoir, VA 22060-6222 Fax: 703-767-8506 Verification: 703-767-8758				
NOTE: In sealed bid solicitation "offer" and "offeror mean "bid" and "Bidder".										
SOLICITATION										
9. Sealed offers in original and 1 (ONE) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in DESC-PCC, Rm. 3815 until 3:00 PM local time JAN 4, 2001 . (hour) (date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-10. All offers are subject to all terms and conditions contained in this solicitation. See Clause L2.05-8										
10. FOR INFORMATION CALL:		A. NAME Brenda Hall			B. TELEPHONE NO. (Include Area Code) (NO COLLECT CALLS) (703) 767-9342					
11. TABLE OF CONTENTS										
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OFFER (Must be fully completed by offeror)										
NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See section I, Clause No 52.232-8) (14)				10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation for offerors and related documents numbered and dated.				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) FAX #-				
		BIDDER CODE-		CAGE CODE-						
15B. TELEPHONE NO. (Include area code)			15C. CHECK IF REMITTANCE ADDRESS [] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE			17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEM NUMBERED			20. AMOUNT (EST)		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()					23. SUBMIT INVOICES TO ADDRESS SHOWN IN > (4 copies unless otherwise specified)				ITEM SEE BLK 25	
24. ADMINISTRATION BY (If other than Item 7) CODE						25. PAYMENT WILL BE MADE BY CODE				
26. NAME OF CONTRACTING OFFICER (Type of print)					27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE		
IMPORTANT - Award will be made on this form, or on the Standard Form 26, or by other authorized official written notice.										

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COST**B34.01 SERVICES TO BE FURNISHED AND PRICES (DESC FEB 1991)**

The services to be furnished during the period specified herein and the unit prices are as follows:

CONTRACT LINE ITEM 0001AA (MUCC): The prices for the services and facility to be provided during the performance of the initial five (5) year period and the three (3) optional 5 year periods (See clause L87.06):

	LINE ITEM 0001AA (MUCG) SIMMONS AAF <u>PRICE/MONTH</u>	LINE ITEM 0001AB (MUCC) CAMP MACKALL <u>PRICE/MONTH</u>
<u>BASE PERIOD</u>		
Years 1 through 5	\$ _____	\$ _____
<u>FIRST OPTION</u>		
Years 6 through 10	\$ _____	\$ _____
<u>SECOND OPTION</u>		
Years 11 through 15	\$ _____	\$ _____
<u>THIRD OPTION</u>		
Years 16 through 20	\$ _____	\$ _____

SIMMONS AAF (GOCO Services)**SUBLINE ITEM 0002AA - NOT TO EXCEED \$50,000/YR (PSMM)**

- a. Services and equipment/supplies/materials requiring a task order in accordance with section C-2.1.9.0, CLIN 0002AA.

SUBLINE ITEM 0003AA - NOT TO EXCEED \$50,000/YR (EREP)

- a. Emergency services in accordance with section C-2.1.9.0, CLIN 0003AA.

SUBLINE ITEM 0004AA - NOT TO EXCEED \$ 5,000/YR (OVRT)

- a. Contractor shall be reimbursed for work performed outside normal working hours when authorized by the COR.
Contractor shall be reimbursed at an rate of \$ _____ **PER HOUR.**

CAMP MACKALL (COCO Services)**SUBLINE ITEM 0002AB - NOT TO EXCEED \$ 1,000/YR (PSMM)**

- a. Contractor is to provide _____ initial keys/cards the first year. At the start of the second and subsequent years, the contractor shall provide _____ keys annually as required by the COR at a cost of \$ _____ **PER KEY.**

SUBLINE ITEM 0003AB - NOT TO EXCEED \$ 2,000/YR (OVRT)

- a. Contractor shall be reimbursed for work performed outside normal working hours when authorized by the COR.
Contractor shall be reimbursed at an rate of \$ _____ **PER HOUR.**

SUBLINE ITEM 0004AB - NOT TO EXCEED \$ 1,000/YR (SLFE)

- a. Contractor shall be reimbursed for direct out-of-pocket costs only for any federal, state or local real estate tax, or other taxes on facility, if addressed. Invoices for reimbursement shall be certified by the QSR and include supporting documentation.

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C600 DESCRIPTION/SPECIFICATION

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SECTION C-1.0 GENERAL

C 1.1 General Description

This Performance Work Statement (PWS) is established to identify Contractor responsibilities to maintain and operate a **Government-Owned aviation fuel facility** at Simmons Army Airfield, hereafter referred to as **SAAF**, and to provide **Contractor-Owned, Contractor Operated (COCO) rapid refueling services** at Camp Mackall, both sites contiguous to Fort Bragg, NC.

C-1.2 Contract Performance

The contractor shall perform the tasks listed in Section 2.0 and achieve performance requirements for each task. The contractor shall, for certain tasks, submit performance based plans which shall provide assurance that the Contractor will meet all performance requirements outlined and comply with all specified laws, regulations, and guidelines. Except as may be specified herein, the Contractor is responsible for obtaining copies of all applicable laws, regulations, and guidelines, including future changes thereto.

C-1.3 Detailed Plans

The following plans shall be submitted to the contracting officer as indicated.

C600 Cont'd.**C-1.3.1 Contract Quality Surveillance Plan (QSP)**

The Contractor shall develop a Quality Surveillance Plan (QSP) for monitoring contract performance. The QSP shall include performance requirements for the tasks listed in Section C-2.0. The contractor shall submit the QSP to the Contracting Officer for review and approval within 60 days after contract award. Any disagreements with the QSP will be resolved at least one level higher than the Contracting Officer.

C-1.3.2 Product Quality Plan

The Contractor shall provide a comprehensive and detailed plan that will ensure that products handled by the Contractor remain on-specification. The plan shall include sampling, test methods, equipment, and documentation of tests, records keeping, and actions to be taken in the event of unacceptable test results. The plan shall describe how product quality surveillance data will be documented and reported. The plan shall incorporate the requirements specified in Section C-2.1.3.4 of the PWS. The plan shall identify responsible parties for these functions. This plan shall be submitted 30 days after contract award and shall be effective at the start of the contract performance period.

C-1.3.3 Environmental Protection Plan

The Contractor shall comply with the existing approved plans and local regulations (i.e. SPCC, OPA 90, etc) in use at Fort Bragg, NC.

C-1.3.4 Safety Plan

The Contractor shall provide detailed plans outlining procedures necessary to maintain safety in accordance with applicable federal, state and local laws and regulations. This plan shall be submitted 30 days after contract award and shall be effective at the start of the contract performance period. At a minimum this plan shall include Confined Space Entry, Disaster Preparedness, Fire Prevention and Protection, Hazardous Waste Operations, Emergency Response, Safety and Health Standards, Flightline Refueling and Flightline Operations.

C-1.3.5 Training Plan

The Contractor shall develop a plan to demonstrate that contractor personnel are qualified IAW C-1.7. This plan shall be submitted 60 days after contract award and shall be effective at the start of the contract performance period.

C-1.4 Contract Implementation

The Contractor shall, during the first 72 hours of the contract, receive assistance from current government personnel in the accomplishing a joint facilities turnover inspection, product sampling and submission for testing, and a complete inventory. The outgoing government personnel, during the last two weeks prior to the contract implementation, shall permit personnel of the incoming Contractor access to all contracted facilities to observe operations.

C-1.5 Personnel Staffing Objectives

The Contractor shall provide sufficient personnel staffing to accomplish all petroleum receipt, storage, maintenance, issue operations and other tasks as identified in Section C-2.0. The Contractor's personnel staffing objectives shall be flexible and capable of meeting the demands of bulk fuel storage, preventive maintenance, distribution operations and quality surveillance of petroleum products. However; the Contractor shall schedule personnel so that no individual works more than 12 hours in one shift, followed by an 8-hour break.

C-1.6 Normal Workday Operations

Figure 1 provides a list of basic fuel related functions to be performed by the Contractor and the hours those functions shall be manned. Tasks associated with a given function, tank truck receipts at storage for example, will normally be accomplished within the hours specified. Empty cells indicate that a function will not normally be manned for the days indicated by the column heading.

C600 Cont'd.

Figure 1: Normal Hours of Operation

FUNCTION	Weekdays	Saturday	Sunday & Holidays
SAAF receipt and issue operations	0730-1600 Hours*	Note 1	Note 1
Camp Mackall	Note 2	Note 2	Note 2

Note 1: Bulk issues may be required outside of normal duty hours and on weekends to support exercises, contingency operations, etc.

Note 2: Contractor need not be present for operations but must ensure facility is ready to refuel as required.

C-1.7 Personnel Qualifications

The Contractor shall ensure that personnel assigned to all tasks have the requisite knowledge and skills to meet minimum performance requirements and comply with all applicable laws and regulations. They shall be able to read and understand English to the extent of reading and understanding printed regulations, detailed written orders and operating procedures, training instructions and materials, and shall be able to compose reports which convey complete information.

C-1.8 Notification of Correspondence and Visits

The Contractor shall immediately provide the Contracting Officer and COR copies of all correspondence and notification of any visits relating to federal, state, or local officials/agencies, and other personnel or contractor that visit any fuel facility.

SECTION C-2.0 SPECIFIC TASKS

SIMMONS AAF

C-2.1 Part I - SIMMONS AAF

The description of the specific fuel service requirements for SAAF is outlined herein. The Contractor shall satisfy all tasks and meet the requirements outlined for each task. The SAAF fuel site consists of five 50,000 gallon underground ground storage tanks (UST) in service with JP8. The tanks are resupplied by truck or rail car. The tanks supply three bulk issue points located at the fuel site and four hot refueling points east of the fuel site on the airfield. This site has one building, P-6718, with office and storage space. This space can be used to store supplies and tools.

C-2.1.2 Fuels Management

The contractor shall perform all fuels inventory, accounting and administration functions utilizing the Fuels Automated System (FAS) or other methods approved by the government. The contractor shall submit required documents and/or reports to COR/ Designated office not later than 1000 hours Monday through Friday.

The Contractor shall maintain the FAS modules (Fuels Control Center) relevant to Contractor and Government furnished equipment and the maintenance thereof as well as modules concerning quality assurance, personnel training information, and other FAS data (modules) as directed by the COR/ Contracting Officer.

C-2.1.3 Operations

Fuel operations at SAAF are defined as:

Product Receipts	C-2.1.3.1
Product Storage	C-2.1.3.2
Bulk Product Issues	C-2.1.3.3
Product Quality	C-2.1.3.4

C-2.1.3.1 Product Receipts

Bulk JP8 is received at SAAF by rail car or commercial tank truck. All commercial tank trucks shall be received at the fuel site. Contractor will coordinate with CSX rail yard to move tank cars to fuel site. Tank trucks will be delivered directly to the fuel site the fuel is ordered for. All incoming product shall be sampled in accordance with MIL STD 3004. Quantity determination, i.e., before and after gauging of tanks and volume correction to 60 degrees Fahrenheit, shall be performed as outlined in DOD 4140.25M. The contractor shall accomplish and submit all appropriate documentation to COR or office as designated by the government.

C600 Cont'd.

Figure 2 presents the annual workload projection for fuel receipts based on historical receipt data and frequencies for receipts.

Figure 2: SAAF Projected Workload, JP8

Product	Number of Receipts ⁽¹⁾	Total Received (Gal)	Average Monthly Receipt (Gal)
JP-8	Rail cars 129*	2,661,742	219,881

*Current shipment mode from DFSP is via rail car. Transportation method is subject to change (to tank truck) in the future.

The Contractor shall receive and inventory all aviation fuel without causing operational delays. The Contractor shall immediately notify the COR/ Designated office of any operational discrepancies. The Contractor shall prepare all documents required for product receipt.

C-2.1.3.2 Product Storage

Appendix E provides a description of this facility.

C-2.1.3.3 Bulk Product Issues

JP-8 is issued to tactical vehicles at SAAF. Except for scheduled maintenance, and other occurrences of which the COR/Designated Office has been notified, the Contractor shall maintain a tank and the fill stand system in the ready-to-issue mode for loading of aviation fuel tank vehicles during normal operating hours specified in Figure 1. The Contractor shall issue product without causing operational delays and ensure that all product is on specification. The Contractor shall immediately notify the COR/ Designated office of any discrepancy or issue that may result in the inability to issue product.

Figure 3: Projected Workload, Annual Bulk Fuel Issues

Type	Total Gallons Issued	Average Monthly Issues
JP-8	2,661,742	221,811

The contractor shall provide support after normal operating hours and on weekends as requested by COR. Scheduled training exercises, etc. will be coordinated as far in advance as possible to allow contractor to schedule personnel. Contractor shall respond to unscheduled or emergency support within 2 hours notification by the COR.

C-2.1.3.4 Product Quality

The Contractor shall ensure product quality in accordance with clause I116. Quality control includes, but is not necessarily limited to: visual inspection of product receipt samples, API gravity of product receipts, filter separator samples every 30 days, daily testing for water in aviation fuel dispensing systems using the Aqua-Glo Kit, periodic receipt and bulk storage all levels samples and documentation of the quality surveillance actions taken. No petroleum product shall be received or issued until product quality determinations and confirmation of conformance with specifications. Products shall be issued on a first-in, first-out basis unless otherwise specified or directed by the COR/ Designated office. Additional sampling/testing may be required as determined by the COR.

The Contractor shall take all samples and ship those requiring analysis to the U.S. Army Petroleum Center fuels laboratory, New Cumberland, PA. Procedures for sampling shall be in accordance with MIL-STD 3004 and local instructions that dictate location of samples taken, frequency, quantity required, and minimum testing.

The Contractor shall maintain a sample and test result log in IAW FM 10-67-1 that must detail, but is not limited to, the following requirements: Quality of all petroleum products received, stored and issued and daily pre-operational checks on individual pieces of aircraft refueling equipment. Records and petroleum samples shall be maintained to resolve quality concerns.

The COR/Designated office shall be notified immediately of any suspected fuel quality issues prior to fuel receipts, transfers or issues. Samples representing receipts of Government-owned products shall be properly marked by the Contractor as to product, source, and date taken and shall be forwarded to the POL (Base) Laboratory for retention.

C-2.1.4 Inventory

The Contractor shall be responsible for petroleum inventories as specified in clause I119.04.

C600 Cont'd.**C-2.1.5 Security**

The Contractor shall, at a minimum, take measures to control access to Government facilities under Contractor control; secure all gates, buildings and facilities when not in use; and ensure system valves are secured when not in use.

C-2.1.6 Property Management and Maintenance – Facilities and Equipment**C-2.1.6.1 Maintenance Records**

The Contractor shall establish and maintain automated maintenance records for all equipment and components at all facilities as well as all contractor-furnished equipment. The contractor shall maintain a program to indicate PM required as well as PM performed. An updated current copy of this record or report shall be provided to the COR on the first working day of each month

C-2.1.6.2 Fuel System Maintenance

The Contractor shall maintain the fuel distribution systems at SAAF IAW manufacturer's specifications and best commercial practices. The Contractor shall provide all manpower, materials, tools, and equipment not otherwise specified as Government-furnished to establish and implement a proactive maintenance program. This program shall address all phases of maintenance as outlined below on all systems/equipment as well as programmed maintenance. Repair items beyond the scope of preventive, operator, or programmed maintenance, shall be identified by the contractor and reported in writing to the COR/ Designated office in the format specified in para C-2.1.9.0.

Preventive Maintenance (PM): Preventive maintenance shall, as a minimum, include a program of recurrent periodic or scheduled inspections and minor repairs designed to preserve or maintain equipment, apparatus, or facilities in such condition that they may be effectively used for their intended purpose. Preventive maintenance and related functions includes: minor building repairs including window glass replacement, replacing light bulbs, repair of minor roof leaks, etc.; minor pump repair, lubricating, replacing gaskets and pump seals, tightening loose bolts, repair and adjust valves; dismantle a valve to replace worn parts, replace gaskets, repack stuffing glands, lubricate, reseal; remove and replace any unit (e.g., valve, spool, strainer housing, meter) which can be handled manually by no more than two employees with the assistance of a portable A-frame, hoist, chain, cable, sling, skids, rollers, and/or jack; replace ground wires, clamps and connectors, replace gaskets and O rings, overhaul valves, clean and replace strainers, replace filters; repair/replace fence fabric, minor repair to fence post/gates, including straightening and realignment; pressure testing hoses and pipelines.

The Contractor shall ensure that the cost for preventive maintenance and minor repair are included in CLIN 0001AA on a firm – fixed price basis.

C-2.1.6.3 Facilities and Equipment:

A list of government provided facilities and equipment is provided in Appendix E. Equipment listed under these facilities is provided as reference only and should not be considered complete. The contractor can utilize this as a base but it is not a substitute for complete investigation and verification of equipment in place.

C-2.1.6.3.1 Buildings

The Contractor shall ensure that all buildings, structures and facilities are kept in a clean and pest free condition. The Contractor shall, through the work request/trouble call system, notify DPW of all pest control problems/requirements.

The Contractor shall be responsible for building cleanliness. The Contractor shall ensure each building occupied/used by the contract personnel are kept clean, i.e. floors swept, mopped and waxed as needed and windows and walls washed so as to present a clean appearance. Areas immediately around building for which the Contractor is responsible shall be kept free of debris.

The Contractor shall reset circuit breakers, furnish and replace burned out standard and fluorescent light bulbs and replace burned out canopy lighting. Burned out fluorescent bulbs shall be turned in to PWBC Haz-Mat classification unit.

The Contractor shall not allow fire hazards, such as oily rags, loose paper, and trash to accumulate around buildings.

The Contractor shall not permit or make any alterations to buildings without prior written permission/approval from the COR.

C-2.1.6.3.2 Grounds:

The Contractor shall provide ground maintenance. Grass, weed, brush and other vegetation within the areas defined below shall be maintained so as not to exceed 4 inches in height, including all vegetation, with the exception of ornamental trees and shrubs: Within the fence line of the bulk storage area and 6 feet outside the fence line at SAAF.

C600 Cont'd.**C-2.1.7 GOVERNMENT-FURNISHED EQUIPMENT AND FACILITIES****C-2.1.7.1 Government Property**

The Contractor shall submit all data required; maintain all records; and care for, maintain and account for all government-furnished property. The Contractor shall be responsible for the equipment and be required to maintain a signed receipt document furnished by the government. Equipment and supply additions to the document may originate from a number of sources. When an item of Government property becomes unserviceable or is no longer required, the Government, at its discretion, may not replace the item.

C-2.1.7.1.1 Other Government-Furnished Equipment

In addition to the facilities listed in Appendix E, the Government will provide the following supplies and equipment.

Fuel Automated System (FAS) computer system, i.e., CPU, monitor, keyboard, printer, and modem, to operate under FAS. Two workstations will be provided.

Fire Suppression Equipment: All fire suppression equipment (i.e., fire extinguishers, portable and installed fire suppression equipment) will be provided, overhauled, and when necessary, replaced by the Government. The quantity and type of fire suppression equipment at the facility will be determined by the Government.

Utilities: Electricity, water, sewage, and telephone (on station only).

Materiel Safety Data Sheets for Government provided products.

C-2.1.7.1.2 Government-Furnished Equipment/Property Inventory

At contract start-up, the Contractor and Government will conduct a joint inventory of all Government property. The Contractor and the government shall certify the listing. Thereafter, the Contractor and government shall conduct a joint inventory of Government Furnished Equipment annually. This joint inventory shall be conducted not later than 30 days from the anniversary date each year of a multi-year contract.

C-2.1.7.1.3 Unauthorized Use of Facilities

The Contractor shall not permit or authorize personnel to store or repair any personal property including boats, vehicles, trailers, motorcycles, etc., on Ft. Bragg. In addition, the Contractor shall not utilize Government property or facilities for storage or repair of Contractor-owned vehicles and equipment not specifically required by the contract provisions. Parking of personal vehicles used for transportation to and from work will be permitted in designated vehicle parking areas during working hours.

C-2.1.8.0 CONTRACTOR-FURNISHED EQUIPMENT**C.2.1.8.1 General**

The Contractor shall provide sufficient tools to adequately and safely perform all operational and maintenance tasks required by the contract. Contractor-provided property includes, but is not limited to, socket wrenches, grease guns, pipe wrenches, and flange jacks; instruments for measuring the resistance of static grounds, conductors, bonds, cathodic protection system, weed, brush, and grass cutting equipment. The Contractor shall provide all tools, supplies, equipment and services needed to remove, repair, and replace *any unit which can be handled manually by no more than two employees* with the assistance of a portable A-frame, hoist, chain, cable, sling, skids, rollers, and/or jack. Contractor shall furnish necessary test pumps for testing hoses, pipelines, piping and gauges; combination flammability and oxygen deficiency monitors; and shall furnish all sanitary supplies for bathrooms and janitorial supplies. Tools, equipment, instruments, lawn mowers, etc. provided by the Contractor shall be maintained in a serviceable condition at the Contractor's expense and be capable of adequately and safely performing the task for which designed. The contractor shall insure compatibility between contractor-furnished equipment and government-furnished equipment and facilities. In addition contractor furnished equipment shall interface with all ground and air equipment serviced.

C-2.1.8.2 Other Equipment and Supplies

Telephone Service Requirement: Government will provide for existing phone service (on station only) in government facilities. The contractor shall furnish outside commercial lines for company business as required.

ADMINISTRATIVE SUPPLIES: The Contractor shall provide all administrative supplies and equipment, i.e., computer, modem, printer, computer supplies, desk, chairs, tables, file cabinets, typewriters, adding machines, paper, pens, pencils, etc.

JANITORIAL AND HOUSEKEEPING SUPPLIES AND EQUIPMENT: The Contractor shall provide all janitorial, housekeeping, and personal cleanliness articles, i.e., brooms, mops, buckets, wax applicators, soap, deodorant, paper towels, toilet tissue, etc.

C600 Cont'd.

MISCELLANEOUS SUPPLIES: The Contractor shall provide sufficient quantities of the following to perform the work required by this statement of work:

Oil sorbent material as required by the Contractor for his daily tasks.

Petroleum products measurement and sampling equipment

C-2.1.8.3 Uniforms

All contract personnel, including site managers, shall wear a distinctive company uniform in performance of their duties. The Contractor shall provide all personnel safety equipment including safety shoes, safety glasses, reflective vests, sound suppression devices, cranial protection, gloves, and other identifiable special safety equipment for specific operation and maintenance procedures for contractor personnel.

C-2.1.9.0 LOGISTICS SUPPORT (CLINs 0002AA, 0003AA, and 0004AA)

The Contractor shall provide maintenance and repair beyond normal maintenance and repair; other services described hereafter; emergency services; and supplies, materials, and equipment not specified elsewhere in this contract as Government-furnished or Contractor-furnished. The Government reserves the right to accomplish any work by the Government or by the other contracts or purchase any supplies, materials and/or equipment described under this paragraph C-5.0 when the ACO determines it is in the best interest of the Government. Reimbursement pursuant to CLINs 0002AA, and 0003AA shall be for the prime Contractor's allowable, allocable, and reasonable direct cost of any subcontract for furnishing supplies, equipment, materials, and/or services specified under this Section C-5.0. Reimbursement for overtime, CLIN 0004AA, shall be for allowable, allocable, and reasonable directed overtime labor costs plus fringe benefits and payroll taxes of the prime Contractor's regular employees. Allowable, allocable, and reasonable cost will be reimbursed pursuant to FAR Section 31. The Contractor will not be reimbursed under CLINs 0002AA, 0003AA, or 0004AA for any labor costs of using his employees during normal work hours in the performance of any task listed under Section C-5.0, nor will the Contractor be reimbursed under CLINs 0002AA, and 0003AA for equipment cost using Government-furnished or Contractor-furnished/owned equipment in the performance of any tasks. The Contractor will not be reimbursed (unless otherwise specified herein) under CLINs 0002AA, or 0003AA for any costs of maintenance and repair necessary for the upkeep of property or equipment specified herein which neither adds to the permanent value of the equipment nor property nor appreciably prolongs its intended life, but keeps it in an efficient operating condition (considered normal maintenance and repair). The Contractor shall ensure that the costs for such normal maintenance and repair are included in CLIN 0001AA on a firm-fixed price basis. The Contractor shall also ensure that any associated indirect/overhead costs, if any, related to the performance of tasks under CLINs 0002AA, 0003AA, and 0004AA (except as otherwise specified hereinafter) are included in CLIN 0001AA on a firm fixed price basis. Those associated costs are to include, but not be limited to, the costs of office supplies, salary for a purchasing agent, if considered necessary by the Contractor, and other indirect/overhead costs considered a part of operating the fuel facilities. Therefore, any reference to reimbursement for indirect /overhead costs in the FAR Section 31 is not applicable (except as otherwise specified herein) to the reimbursement of costs of the prime Contractor under this contract. In addition, CLINs 0002AA, 0003AA, and 0004AA shall be non-fee bearing. Therefore, references to reimbursement for fixed fee in the FAR Section 31 are not applicable to the reimbursement of costs of the prime Contractor under this contract.

CLIN 0002AA – SERVICES AND EQUIPMENT/SUPPLIES/MATERIALS REQUIRING A TASK ORDER

Maintenance: The Contractor shall provide maintenance beyond that specified in Section 2.7 as directed by the Contracting Officer or COR.

In accordance with clause I136 the following procedures apply:

Contractor-initiated:

- The Contractor identifies in writing to the COR any maintenance which is beyond normal preventive maintenance and minor repair. The written request shall include the following information:
 - ◆ Description of deficiency
 - ◆ Description of corrective action(s)
 - ◆ Description of work
 - ◆ Proposed performance period
 - ◆ Estimated subcontract cost

C600 Cont'd.

- The Contractor identifies in writing to the COR the need for supplies, materials and/or equipment which are not provided under this contract as Government-Furnished or Contractor-Furnished. The written request shall include the following information:
 - Item Description
 - Source of Supply
 - Purchase description
 - Delivery date
 - Estimated dollar amount
- If approved, a task order will be issued directing the Contractor to proceed. The Contractor shall obtain consent to subcontract when required and shall subcontract for the supplies, materials, equipment or subcontract work to a responsible Contractor who is in the business of performing similar work.

Government-initiated:

- The Government will determine the need to accomplish maintenance that is beyond that specified in Section 2.7 and a written task order will be issued directing the Contractor to proceed.
- The Government identifies the need for supplies, materials and/or equipment. If purchase through the Contractor is approved, a task order directing the Contractor to proceed will be issued.
- The Contractor shall obtain consent to subcontract when required, and shall subcontract for the supplies, materials, equipment or subcontract work to a responsible Contractor who is in the business of performing similar work.

NOTE: The Contractor shall not commence work pursuant to this section on maintenance and repair until a written task order signed by the ACO or COR is provided to the Contractor.

CLIN 0003AA – EMERGENCY SERVICES

- Emergency services include services required immediately to permit performance of the contract and/or eliminate hazards to life or property following a breakdown of facilities or equipment, accident, fire, or product spill.
- The Contractor shall report to the Fort Bragg Fire Department, ACO and COR the emergency immediately. (Within 10 minutes of knowledge of the emergency)
- The ACO will verify an emergency actually exists and orally direct the Contractor to continue work under CLIN 0003AA for subcontracted services and supplies and CLIN 0004AA for authorized overtime. Oral direction shall be confirmed in writing by the ACO by the end of the next normal workday.

CLIN 0004AA – OVERTIME

The Contractor will be reimbursed for the direct cost plus allowable and allocable fringe benefits and payroll taxes of overtime worked by the Contractor's employees with the following additional approval restrictions:

The following procedures shall apply:

- The Contractor shall not work overtime nor shall be reimbursed without prior approval of the ACO or COR.
- If the Contractor works overtime pursuant to Clause I400.06 (F), the Contractor shall notify the ACO or COR of the emergency (see CLIN 0003AA) Overtime information shall include, but not be limited to, the following:
 - Number of overtime hours worked by position/employee.
 - Total number of overtime hours worked.
 - Direct labor costs plus fringe benefits and payroll taxed per hour for each labor category.
 - Total estimated cost of overtime labor.
 - The Contractor will not be reimbursed for overtime expenses for emergency repairs or cleanup when those emergencies resulted from the fault, negligence, bad faith or misconduct of the Contractor, its employees or agents.
 - If the Contractor's employee(s) works overtime during the normal work hours specified in Section C-1.6, it shall be at the Contractor's expense. The Government will not reimburse the Contractor under CLIN 0004AA for such overtime worked by the Contractor's employee(s).

C600 Cont'd.

CAMP MACKALL**C-2.2 CAMP MACKALL (CLIN 0001AB)**

This statement of requirement is established to identify Contractor services and responsibilities for providing fuel distribution services for aviation on Government-Furnished property located at Camp Mackall, Ft. Bragg, NC. The Contractor shall be required to provide all manpower, equipment, and material resources as necessary to provide these services at Camp Mackall. The services are required to be operational beginning six months after award of contract. No Government facilities will be provided at this location.

C-2.2.1 LOCATION: Government designated site at Camp Mackall.

C-2.2.2 SERVICES REQUIREMENT: The refueling services will consist of metered fueling points capable of fueling four aircraft simultaneously and associated storage tanks and filter/separator vessels required to distribute Government provided product, JP-8 aviation grade. The facility and all components shall be in compliance with all local, state, federal, and EPA requirements. The facility shall be configured to allow for expansion as future mission requirements may dictate.

C-2.2.3 ESTIMATED ANNUAL USAGE: Normal present usage is 250,000 gal annually with surges during training exercises. With an increased capability at Camp Mackall anticipated increased usage is from 250,000 gal to 400,000 gal annually.

C-2.2. GRADE OF PRODUCT: Government provided Aviation JP-8

C-2.2.5 CLAUSE B34.01 ANCILLARY FACILITIES: The Government shall provide the Real Property under lease/ permit conditions for the facility. The services to be provided under this contract shall include as a minimum the following:

(1) **Ancillary Facilities:**

- (a) All tanks and facilities shall meet the requirements of the current API Standards, NFPA Codes, all Local, State, Federal laws and regulations applicable to tanks and facilities of the type to be provided. It is the intent of this effort to provide a **Commercial-type facility** with components and fixtures that shall allow proper interface with military aircraft. The Contractor shall be responsible for obtaining all construction permits to include Clean Air permit when required. Filtering vessels shall be equal to or better than the requirement under API 1581.
- (b) Hot refueling positions, including nozzles will be provided by the Contractor and operated by the Military Soldier.
- (c) Contractor shall perform preventive and recurring maintenance to insure continuous uninterrupted operation of the facility.
- (d) The contractor shall configure refueling facility with adequate lighting for a 24-hour operation and automated key lock system for self-service.
- (e) Automated facility shall consist of DOD standard source data collection equipment and shall be designed to interface all receipts, issues and accounting transactions to the Fuels Automated System (FAS). (1) The Fuels Automated System (FAS) is an Automated Information System (AIS) designed to support the Defense Energy Support Center (DESC) and the Military Services in performing their responsibilities in fuel management and distribution. FAS is a multi-functional AIS which provides for point of sale data collection, inventory control, finance and accounting, procurement, and facilities management. The contractor shall furnish computer equipment capable of running/interfacing with FAS/DFAMS software programs..
- (f) Project status reports will be provided to the Contracting Officer and COR weekly.
- (g) Contractor shall ensure all fuel control meters are calibrated semiannually
- (h) Contractor shall be required to provide material for tie in to existing utilities.
- (i) Contractor shall coordinate and provide site plan and A/E design with the installation Facility Management Division and APC prior to construction.
- (j) Contractor shall insure a deadman control is provided at each fueling point.
- (k) In the event that any facilities are provided by the contractor, the contractor shall provide to the ACO 2 copies of completed facility drawings/schematics.

C600 Cont'd.**(2) Operations:**

- (a) Military soldiers will be responsible for the actual aircraft hook-up and refueling of the aircraft.
- (b) Military Soldiers will input information pertaining to aircraft to FAS data base i.e. tail number, aircraft number etc.
- (c) Contractor shall be responsible for issuing and revoking Keys as directed in **writing** from the DOL.
- (d) The Contractor shall maintain required reports database to include but not be limited to account numbers, responsible office for key holders, key serial numbers and key data. Contractor shall provide required reports as prescribed by the DOL.
- (e) Daily inventories shall be performed manually or automatically.
- (f) Contractor shall establish quality control procedures that meet Army requirements for aviation fuel, to include daily aqua-glo testing, monthly filter effectiveness sampling on filter separators, semi-annual bulk storage tank samples and receipt samples. All receipts shall be sampled for visual clarity, API gravity and particulate contamination prior to unloading.
- (g) Contractor shall develop and maintain a Spill Contingency Plan for the facility that interfaces with the Base Spill Contingency Plan (BSCP). Contractor shall provide a means of immediately notifying the installation Fire Department of any Emergency.

(3) Product Resupply Ordering:

- (a) Resupply will be in accordance with present procedures.

(4) Product Receipt:

- (a) The Contractor shall ensure that the receipt tanks are gauged before and after tank truck receipt and when netted to 60 degrees Fahrenheit are compared with the issue tank figure to determine variance. Complete documentation for each delivery shall be forwarded to DEO-FD.
- (b) The Contractor shall be responsible for government-owned petroleum product IAW clause I116 and I119.04.

(4a) Product Accountability:

- (a) The contractor shall conduct inventory and accountability requirements IAW DOD 4140.25M. The contractor shall provide the Defense Energy Office, inventory and accounting reports as required.

(5) Manning Requirement and Emergency Contact:

- (a) Contractor shall be required to ensure fuel is circulated properly and facility is operating properly during normal flying operations and training exercises. Contractor shall have the capability to be contacted for emergencies for matters pertaining to the facilities.
- (b) The Contractor shall establish initial start up training to familiarize the soldiers with the operation and then a quarterly training program to provide training to military personnel to ensure safety and proper operation during use and to prevent spills.
- (c) Emergency contact numbers for Contractor personnel to respond shall be posted throughout the facility. Base Spill Contingency Plan (BSCP) will be clearly posted throughout the facility with applicable phone numbers for emergency response team, fire department and other personnel as required by the installation.
- (d) The Contractor shall comply with the existing approved plans and local regulations (i.e. SPCC, OPA 90, etc) in use at Fort Bragg, NC.
- (e) Contractor shall perform and maintain reports, notifications, tests, inspections and other applicable requirements. Records of said items will be available upon request and kept on file for the period mandated by local, state or federal regulatory requirements.

C-2.2.6 QUALITY SURVEILLANCE PLAN

- (a) The contractor will develop a quality surveillance plan (QSP) for monitoring contract performance. This plan will be submitted to the Contracting Officer for review and approval within 60 days after contract award. Any disagreements regarding the QSP will be resolved at least one level higher than the Contracting Officer.

C600 Cont'd.

Appendix A: DEFINITIONS

Contractor (The): The individual, person or group of persons, company or corporation specifically named and contracted by/with the Government to fulfill the terms of this contract document. The term "Contractor" as used herein refers to the company or corporation as a whole or any individual, attendant, technician, operator, driver, dispatcher, or laborer who may be acting on behalf of the Contractor.

Contracting Officer: Includes the Procurement Contracting Officer (PCO) and the Administrative Contracting Officer (ACO)

Contracting Officers Representative: The local technical specialist designated by the Contracting Officer to inspect and accept or reject the supplies and services furnished under this contract.

Appendix B: ABBREVIATIONS AND ACRONYMS

ABBREVIATIONS AND ACRONYMS	
APC	Army Petroleum Center
API	American Petroleum Institute
AQL	Acceptable Quality Level
AST	Aboveground Storage Tank
ASTM	American Society for Testing Materials
ATG	Automated Tank Gauging
BBLs	Barrels
CDR	Contract Discrepancy Report
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
CNG	Compressed Natural Gas
COR	Contracting Officer's Representative
DFAMS	Defense Fuel Automated Management System
DER	Defense Energy Region
DESC	Defense Energy Support Center
DFSP	Defense Fuel Support Point
DIEGME	Di Ethylene Glycol Monomethyl Ether, a type of FSII
DLA	Defense Logistics Agency
DoD	Department of Defense
DoDAAC	Department of Defense Activity Address Code
DOE	Department of Energy
EDP	Emergency Distribution Plan
EPA	Environmental Protection Agency
FAR	Federal Acquisition Regulation
FAS	Fuels Automated System
FRP	Facility Response Plan
FSC	Facility Spill Coordinator
FSII	Fuel System Icing Inhibitor
GFE	Government-Furnished Equipment
IAW	In Accordance With
ISSA	Inter-Service Support Agreement
JPO	Joint Petroleum Office
MILCON	Military Construction
MPMS	Manual of Petroleum Measurement Standards
MRP	Maintenance & Repair Project
MUR	Motor Unleaded Regular
NFPA	National Fire Protection Association
NPDES	National Pollution Discharge Elimination System
NSN	National Stock Number
OPA	Oil Pollution Act
OSC	On-Scene Coordinator
OSHA	Occupational Safety and Health Administration
PM	Preventive Maintenance
PMI	Preventive Maintenance Inspection
POS	Peacetime Operating Stock
PQA	Petroleum Quality Assurance
PWBC	Public Works Business Center
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
QCP	Quality Control Plan
RBC	Readiness Business Center
SAAF	Simmons Army Airfield
SOP	Standard Operating Procedure
SPCC	Spill Prevention Control and Countermeasure Plan
TMP	Transportation Motor Pool
USCG	United States Coast Guard
UST	Underground Storage Tank
TOC	Technical Oversight Representative

Appendix C: REGULATIONS

The following is a brief list of the regulations directly/indirectly referenced in Section C of the PWS. It is not an all-inclusive listing. It is incumbent upon the contractor to ensure full compliance with all Federal, State, USA, and local regulations. The base will provide a copy of applicable local station regulations required under this contract. The Contractor shall provide all other references.

Regulation	Title
29 CFR	Labor
30 TAC 334	Texas Administrative Code—Underground & Above Ground Storage Tanks
33 CFR 154	Oil Pollution Prevention Operations Manual
40 CFR 112	Oil Pollution Prevention
40 CFR 260 – 268	EPA Hazardous Waste Management System Plan
40 CFR 122	National Pollutant Discharge Elimination System Permit Plan
49 CFR 171	Hazardous Materials Regulations; General information, regulations, and definitions
49 CFR 172	Hazardous materials table, special provisions, hazardous materials communications, emergency response information, and training requirements
49 CFR 173	Shippers—general requirements for shipments and packaging
49 CFR 178.345	General design and construction requirements applicable to Specification DOT 406...
49 CFR 178.346	Specification DOT 406; cargo tank motor vehicles
49 CFR 180	Continuing Qualification and Maintenance of Packaging
49 CFR 194	Response Plans for Onshore Oil Pipelines
49 CFR 382	Controlled Substance and Alcohol Use and Testing
49 CFR 383	Commercial Driver's License Standards; Requirements/Penalties
49 DFR 387	Minimum Levels of Financial Responsibility for Motor Carriers
49 CFR 390	Federal Motor Carrier Safety Regulations; General
49 CFR 391	Qualification of Drivers
49 CFR 392	Driving of Commercial Motor Vehicles
49 CFR 393	Parts and Accessories Necessary for Safe Operation
49 CFR 395	Hours of Service for Drivers
49 CFR 396	Inspection, Repair and Maintenance
NFPA 385	Tanks Vehicles for Flammable and Combustible Liquids
NFPA 407	Aircraft Fuel Servicing
API Bulletin 1529	Aviation Fuel Hose
API Publications 1581	Specifications and Qualifications Procedures for Aviation Jet Fuel Filter Separators
DOD 4140.25-M	DOD Management of Bulk Petroleum Products, Natural Gas, and Coal
MIL-HDBK-200	Quality Surveillance Handbook for Fuel, Lubricants and Related Products
ATA Catalog # L0040	Summary of Size and Weight Limits
FB Reg 200-2	Environment and Natural Resources
FB Reg 200-3	Spill Prevention, Control and Countermeasures Plan

Appendix D: SITE MAPS

WILL BE PROVIDED AT A LATER DATE.

Appendix E: Real Property Listing:

Building: P-6718

Tanks	5 each 50,000 gallon below ground.
Pumps	5 each
Bulk fuel issue sites	3 each equipped with bottom and top loading capability.
Control Panel	1 each
Oil water separator	2 each
Valves	4 each
Hose on bulk issue site	3 each
Fuel filtering system	5 each 300gallon

(DESC 52.207-9F85)

SECTION E - INSPECTION AND ACCEPTANCE**E1.01 CONTRACTOR RESPONSIBILITY FOR GOVERNMENT INSPECTION OF SERVICES (DESC AUG 1981)**

If any inspection or test is made by the Government on the premises of the Contractor or subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties.
(DESC 52.246-9FE5)

E5.03 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)

(a) **DEFINITION. Services**, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable, at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(FAR 52.246-4)

E50 RESPONSIBILITY FOR SUPPLIES (APR 1984)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon--

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) above shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) above shall apply.

(d) Under paragraph (b) above, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

(FAR 52.246-16)

SECTION F - DELIVERIES OR PERFORMANCE**F1.14 DETERMINATION OF QUANTITY (STORAGE) (DESC NOV 1997)**

The total gallonage received into or shipped from the Contractor's facilities shall be determined as follows:

(a) **RECEIPTS OR SHIPMENTS OF CRUDE AND FUELS OTHER THAN RESIDUAL FUELS** (by transport truck of 3500 gallons or less) (truck and trailer combination when delivering same product will be considered as one container or conveyance). On an actual gallonage basis, without temperature correction.

(b) **RECEIPTS OR SHIPMENTS OF RESIDUAL FUELS** (in excess of 3500 gallons of crude or other fuels by tank car or transport truck). On a gallonage basis corrected to 60°F.

(c) **RECEIPTS OR SHIPMENTS BY TANKER OR BARGE OR PIPELINE.** On a gallonage basis corrected to 60°F. Quantities shipped or received will be determined on the basis of shore tanks or tender gauges taken by the Contractor and authenticated by the Quality Representative (QR). The ship or carrier's representative may participate in these determinations. During the gauging of shore tanks, the tanker, barge, or carrier's representative may participate in the quantity determinations, and, in the case of tanker/barge shipments or receipts, the Contractor may participate in the operations on board the tanker or barge which are required to determine the quantity of product in the tanker or barge cargo tanks.

(d) In the case of receipts, the Contractor shall sign the bill of lading and other related documents for the actual quantity received as determined above. When requested by the QR, the Contractor shall investigate losses or gains in connection with receipts or shipments to determine if the cause is at the Contractor's facility.

(e) **MEASUREMENT STANDARDS.** All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS). Outside the United States, other technically equivalent national or international standards may be used. In addition, the following specific standards will be the referee method.

(1) *API MPMS Chapter 11.1, Volume Correction Factors (API 2540/ASTM D 1250/IP 200/ISO 91-1).*

Either the printed version or the computer subroutine version of the standard may be used. In case of disputes, the computer subroutine will be the referee method.

(i) *For crude oils, JP4, and Jet B, use Volume I, Tables 5A and 6A (or Volume VII Tables 53A and 54A).*

(ii) *For lubricating oils, use Volume XIII, Tables 5D and 6D (or Volume XIV, Tables 53D and 54D).*

(iii) *For all other fuels and fuel oils, use Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B).*

(iv) *For chemicals/additives, use Volume III, Table 6C (or Volume IX, Table 54C), or volume correct in accordance with the product specification.*

(v) *Volume XII, Table 52, shall be used to convert cubic meters at 15°C to barrels at 60°F. Convert liters at 15°C to cubic meters at 15°C by dividing by 1,000. Convert gallons at 60°F to barrels at 60°F by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be stated in the offer.*

(vi) *If the original measurement is by weight and quantity is required in U.S. gallons, then--*

(A) *Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60°F/ Convert kilograms to metric tons by dividing by 1,000.*

(B) *Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60°F.*

(2) *API MPMS Chapter 4, Providing Systems. All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulations (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.*

(3) *API MPMS Chapter 12, Calculation of Petroleum Quantities. All calculations of net quantities shall be made in accordance with this chapter.*

(f) In addition to gauging of storage tanks to determine quantities issued or received, the Contractor will gauge each active storage tank daily and each inactive storage tank weekly and compute physical inventories for the purpose of detecting loss of products.
(DESC 52.211-9FG1)

SECTION G - CONTRACT ADMINISTRATION DATA**G1 POSTAWARD CONFERENCE (DEC 1991)**

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5.

(DFARS 252.242-7000)

G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected.

(DESC 52.211-9FH5)

G3.01 PAYMENT DUE DATE (DESC OCT 1988)

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday. (DESC 52.232-9F45)

G9.09 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (MAY 1999)**(a) METHOD OF PAYMENT.**

(1) All payments by the Government under this contract, shall be made electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) **CONTRACTOR'S EFT INFORMATION.** The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) **MECHANISMS FOR EFT PAYMENT.** The Government shall make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) **SUSPENSION OF PAYMENT.** If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) **CONTRACTOR EFT ARRANGEMENTS.** The Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) of this clause shall apply.

(g) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require a condition of any such assignment that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect within the meaning of paragraph (d) of this clause.

G9.09 Cont'd.

(i) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes in EFT information made by the Contractor's financial agent.

(j) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(FAR 52.232-33)

G22**DESIGNATION OF THE DEFENSE FUEL REGION (DESC JUL 1997)**

(a) The Defense Fuel Region to which reference is made herein is the--

Defense Energy Support Center - Americas (DESC-AM)
2320 LaBranch
Room 2118
Houston, TX 77004-1091
Phone: 713-718-3770

(b) The Defense Fuel Office to which reference is made herein is the—

Defense Energy Support Center - Americas (DESC-AM)
2320 LaBranch
Room 1005
Houston, TX 77004-1091
Phone: 713-718-3883, Ext. 401

(c) The Commander of the Defense Fuel Region or his designee, appointed above, is the authorized representative of the Commander, Defense Energy Support Center.

(DESC 52.242-9F55)

G148.05 SUBMISSION OF INVOICES FOR PAYMENT (SERVICES) (DESC OCT 2000)

Monthly services invoices shall be mailed directly to the Accounting and Finance Office after self-certification. All other invoices are mailed to the Contract Administration Office (CAO) after Quality Representative (QR) certification. Specific procedures follow:

(a) **MONTHLY INVOICES.** Contractors shall present invoices for monthly services (original and 3 copies) directly to the following Accounting and Finance Office within one month following the performance of the respective services:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
STOCK FUND DIRECTORATE
FUELS ACCOUNTING AND PAYMENTS DIVISION
ATTN: DFAS-FVSFA/CO
P.O. BOX 182317
COLUMBUS, OH 43218-6250

Each invoice will be certified by an official of the company in the following manner:

"I certify that the services were performed, that the amounts reflected hereon are in conformance with the contract, and that the amounts are correct and proper for payment."

Signature _____
PRINTED NAME AND TITLE

G148.05 Cont'd.**(b) ALL OTHER INVOICES.**

- (1) Contractors shall address invoices to the Accounting and Finance Office listed in (a) above.
- (2) Contractors shall certify that the invoice is true and correct and shall attach supporting documentation (e.g., subcontractor bills or invoices) for cost reimbursement invoices.
- (3) Contractors shall then present the invoice (original and 4 copies) to the cognizant QR for certification that the invoice is true and correct to the best of the QR's knowledge and that the supplies or services included on the invoice have been provided.
- (4) Last, Contractors shall submit the invoice to the applicable CAO address below for approval and for processing to the Accounting and Finance Office for payment. Upon mutual agreement between the Contractor and the QR, the QR may submit the invoice directly to the CAO after certification. The Administrative Contracting Officer (ACO) may authorize the Contractor to send certified invoices directly to the Accounting and Finance Office, concurrent with a copy to the applicable CAO address below. Such ACO authorization must be specifically provided in the contract or modification thereto.

CONUS Contract Locations

ATTN DESC-FPB ROOM 2945
 DEFENSE ENERGY SUPPORT CENTER
 8725 JOHN J KINGMAN RD SUITE 4950
 FORT BELVOIR VA 22060-6222

(c) **OVERTIME.** When the Contractor is authorized by the designated Defense Energy Region (DER) to perform services in excess of normal working hours, the Government will reimburse the Contractor as described in (1) and (2) below. Each invoice for overtime will specify the number of people working, their employment classification, number of hours worked, and the hourly rate of compensation. The written authorization from the DER must be attached to the invoice. (The authorization for overtime may be given initially by telephone, but later must be provided in writing by the DER to the Contractor.) Follow instructions given in (b) above for submission of overtime invoices.

(1) **GOCO (Government-Owned, Contractor-Operated).** The Government will reimburse actual overtime labor rate paid times actual overtime hours, plus social security taxes, insurance, and fringe benefits. No profit or G&A (general and administrative expenses) will be allowed. (Profit and G&A should be included in the monthly services charge based on the dollars estimated for the overtime line item.)

(2) **COCO (Contractor-Owned, Contractor-Operated).** The Government will reimburse at the rate specified in the Schedule clause.

(DESC 52.232-9FF5)

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H19 REPORTING AND CONTAINING OIL SPILLS (DOMESTIC STORAGE) (DESC NOV 1989)**

(a) Immediately upon the discovery of a petroleum spill, leak, or seepage involving Defense Energy Support Center (DESC) owned product, the Contractor shall notify, by telephone, (1) the Quality Representative, (2) the designated Defense Energy Region, and (3) the Administrative Contracting Officer (ACO). In addition, if the said spill, leak, or seepage has reached, or if it might possibly reach, navigable waters, the Contractor shall immediately notify the Coast Guard by telephone (800) 424-8802, the appropriate Federal and State officials designated in State laws, and the ACO.

(b) Immediately upon discovery of a petroleum spill, leak, or seepage, the Contractor shall take all practicable measures available to contain and prevent further spreading of such spill, leak, or seepage. Measures taken by the Contractor will be in compliance with all local, State, and Federal laws and regulations.

(c) Any Contractor whose terminal stores product exclusively for DESC use shall prepare and submit an approved Spill Prevention Control and Countermeasure Plan, Oil Pollution Prevention Operations Manual, and Oil Spill Contingency Plan, as applicable. These documents shall be submitted to the ACO and the Defense Energy Region specified in the DESIGNATION OF THE DEFENSE ENERGY REGION clause of this solicitation as soon as practicable after contract award, but no later than 60 days after award notification. The Contingency Plan shall include, but not be limited to, (1) Contractor in-house capability and facilities, or (2) the preselection of a local agency, cooperative, or firm capable of and willing to provide cleanup services of this nature.

(d) The Contractor shall be responsible for maintaining current telephone numbers of the agencies cited herein and in the Contingency Plan upon commencement of the contract period.

(DESC 52.223-9F30)

H20 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

- (a) The Contractor shall provide an annual report--
- (1) For all DoD property for which the Contractor is accountable under the contract;
 - (2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form; and
 - (3) In duplicate, to the cognizant Government property administrator, no later than October 31.
- (b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations. (DFARS 252.245-7001)

H51.03 INSURANCE REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS (DESC AUG 1998)

- (a) The General Liability Worker's Compensation and Automobile Liability Insurance to be procured and maintained by the Contractor and any subcontractors pursuant to the provisions of the INSURANCE - WORK ON A GOVERNMENT INSTALLATION clause shall provide at least the following minimum coverage:

GENERAL LIABILITY INSURANCE.

Bodily Injury.....AT LEAST \$ 100,000 per person
 AT LEAST \$1,000,000 per accident
 Property Damage.....AT LEAST \$1,000,000 per accident
 Worker's Compensation.....AT LEAST \$100,000 except in states
 with exclusive monopolistic funds which do not permit the writing of workmen's compensation by
 private carriers (Nevada, North Dakota, Ohio, Oregon, Washington, West Virginia, and Wyoming).
 (Longshore and Harbor Workers' Compensation must also be provided when applicable.)

AUTOMOBILE LIABILITY INSURANCE.

Bodily Injury.....AT LEAST \$200,000 per person
 AT LEAST \$500,000 per accident
 Property Damage.....AT LEAST \$ 20,000 per accident

- (b) Prior to the commencement of work hereunder, at the request of the Contracting Officer, the Contractor shall submit the required certificates of insurance to the Contracting Officer.

(DESC 52.228-9F05)

SECTION 1 - CONTRACT CLAUSES**THIS CLAUSE DOES NOT APPLY TO FOREIGN VENDORS PERFORMING OUTSIDE THE UNITED STATES.****11.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)**

- (a) **DEFINITIONS.** As used in this clause--

(1) **Central Contractor Registration (CCR) database** means the primary DoD repository for Contractor information required for the conduct of business with DoD.

(2) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) **Registered in the CCR database** means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

11.07 Cont'd.

(c) **The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.**

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423 or via the Internet at <http://www.ccr2000.com>.

(DFARS 252.204-7004)

11.20 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses:

FAR/DFARS: <http://farsite.hill.af.mil>

FAR/DFARS: <http://www-far.npr.gov>

DLAD: <http://www.procregs.hq.dla.mil/icps.htm>

(FAR 52.252-2)

1116 RESPONSIBILITY FOR GOVERNMENT-OWNED PETROLEUM PRODUCTS (DESC APR 1997)

(a) Government-owned petroleum products received, stored, and transported under this contract are governed by the provisions of this clause.

(b) Title to any Government-owned petroleum products in the possession of or under the custody of the Contractor by reason of this contract, which is hereinafter referred to in this clause as "such property," shall at all times remain in the Government, and such property shall be used only for the purposes set forth in this contract. The Government shall at all times have access to the premises wherein any such property is located.

(c) The Contractor shall protect and preserve such property in a manner consistent with sound industrial practice.

(d) At the end of the contract period the Government may abandon any Government-owned petroleum products in place, at which time all obligations of the Government regarding such abandoned petroleum products shall cease. The contract price shall be reduced to reflect the fair market value of any abandoned petroleum products. If an agreement as to compensation for abandoned petroleum products cannot be reached in a timely manner, the Contracting Officer will make a formal determination. The decision will be subject to resolution in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause.

(e) The Contractor shall not be liable for loss of or damage to all such property while in the possession of or under the custody of the Contractor by reason of this contract, or for expenses incidental to such loss or damage, except that the Contractor shall be liable for any such loss or damage (including expenses incidental thereto)--

(1) Which results from negligence, or bad faith, or willful misconduct of the Contractor, its employees, or agents; or

(2) Which results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but the Contractor in such case shall be responsible only to the extent of such insurance or reimbursement.

(f) Except for those risks assumed by the Contractor pursuant to subparagraph (e)(1) of this clause, the Contractor represents and warrants that the prices stated in the Schedule do not include the cost of insurance covering risk or loss of or damage to such property while in the possession of or under the custody of the Contractor by reason of this contract, nor any provision for a reserve to cover such risk. In the event the Contractor is reimbursed or compensated for any loss or damage to such property, it shall reimburse the Government. The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such loss or damage and, upon the request of the Contracting Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(DESC 52.245-9F25)

1116.01 LIABILITY FOR FUEL SPILLS (DESC OCT 1998)

The Contractor shall take all measures required by law and good business practice to prevent fuel spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying, or dumping into or onto any land or water). In the event that the Contractor's failure to take such measures results in a fuel spill, the Contractor shall be liable for the costs of spill containment, cleanup, and disposal. In addition, the Contractor shall reimburse the Government for any resulting fines or penalties. For purposes of this clause, the term **fuel** includes all petroleum and additive products.

(DESC 52.223-9F40)

I119.04 PROPERTY CONTROL RECORDS (DOMESTIC) (DESC JUL 1997)**(a) INTRODUCTION.**

(1) The Contractor shall prepare all documentation in accordance with the information and instructions provided herein. Documents and procedures are subject to change. The Defense Energy Region (DER) shall notify the Contractor at least 45 days prior to implementation of any change. The Contractor shall maintain property control records of Government-owned product in its possession or in its custody as provided herein. Such property control records shall be subject to audit by the U.S. Government.

(2) The Contractor shall provide the required transaction data shown under paragraph (b)(3) below.

(b) DEFENSE FUEL AUTOMATED MANAGEMENT SYSTEM (DFAMS) REPORTING REQUIREMENTS.

(1) The Contractor shall prepare all necessary documentation for each transaction affecting the inventory of Government-owned products in its possession by virtue of this contract. The Contractor shall transmit one copy of each document prepared to the appropriate DER or Inventory Control Point (ICP) on a daily basis as prescribed by the DER. A transaction sequence number will be shown in ink in the upper right hand corner of the document. The DER or ICP may also telephone the Contractor on a daily basis (Monday through Friday, except holidays) to obtain information concerning transactions processed. The Contractor shall prepare and report each transaction in accordance with guidance provided in DoD 4140.25-M, Volume V, Appendices A, B, and C, as appropriate (copies of the publication will be provided by the Contracting Officer upon request). The cognizant DER or ICP shall advise the Contractor of any changes in processing and reporting procedures.

(2) The Contractor shall prepare and report weekly and monthly (see DoD 4140.25-M, Volume II, Chapter 10, Sections C and K) inventories of Government-owned product in its possession. By the second work day of each month, the Contractor shall furnish the DER by facsimile the physical inventory quantity for each product stored at the facility to be followed up by a hard copy document (DD Form 1348-8) by the fifth of the month.

(3) Under the DFAMS, all transactions are recorded by Document Identifier Code (DIC). The most commonly used codes are explained below. The DER shall provide instructions for any transaction that may be processed but not shown below.

<u>DIC</u>	<u>TRANSACTION</u>	<u>DOCUMENT</u>
<u>SHIPMENTS</u>		
P21	Shipments from a DESP to a Service/Agency	DD Form 250-1 DD Form 1348-7
P22	Shipments between DESPs	DD Form 250-1 DD Form 1348-7
<u>RECEIPTS</u>		
P30	Receipts from a DESC Procurement Contract	DD Form 250/250-1
P31	Service/Agency Receipts from a DESP	DD Form 250-1 DD Form 1348-7
P32	Receipts from a DESP (receipts associated with P22 transactions)	DD Form 250-1 DD Form 1348-7
P39	Receipts from an end-user (with or without credit)	DD Form 250-1 DD Form 1348-7

I119.04 Cont'd.

INVENTORY

P41	Physical Inventory	DD Form 1348-8
P42	Inventory Adjustments	DD Form 1348-8
	o Normal handling of variances (excessive)	
	o Determinable losses such as spills, line breaks, nonrecoverable tank bottoms, major disasters, combat losses, etc.	
P43	Condition/Identity Change	DD Form 1348-8
	o Downgrade, regrade, or additive	

(4) **The Contractor shall prepare inventory adjustment documents (DD Form 1348-8/P42 transactions) when inventory variances (discrepancies) exceed tolerance factors; determinable losses occur such as contaminated fuels, spills, pipeline ruptures, explosions or loss of product samples (five gallons or more) shipped to laboratories. An explanation shall be provided on each inventory adjustment document explaining gain or loss in excess of tolerance.** Each document shall be signed and dated by the Contractor's representative and the Quality Surveillance Representative (QSR). The QSR shall indicate whether he/she concurs or nonconcurs with the statement and shall provide an explanation for any nonoccurrence.

(5) At the end of each month (every six months for static storage), the cognizant DER or ICP shall forward one copy of the Inventory Reconciliation Document Register which lists all transactions processed during the period. The register will contain the following statement and shall be signed and dated by an authorized representative of the Contractor and the Government:

"I certify that the transactions recorded in this document register are complete and accurate. They represent all actions affecting this account during the month (past six months for static storage) in the sequence shown. Each transaction, except a final automatic reconciliation adjustment, is supported by a valid auditable source document."

(6) Within five days after receipt of the Inventory Reconciliation Document Register, the Contractor shall advise the cognizant DER or ICP in writing of any discrepancy and provide a detailed explanation of any gain or loss (P42) transaction in excess of tolerance. Further, the Contractor shall attach all supporting documents to the inventory document register and retain the entire package on file for future audits.

(c) OTHER REQUIREMENTS.

(1) **STORAGE TANK OUT OF SERVICE.** Prior to removing a storage tank from service, the Contractor shall immediately notify the Property Administrator by telephone, with follow-up confirmation in writing, providing the date and time the tank is scheduled to be removed from service. In addition, the Contractor shall provide the Property Administrator a written estimate of unrecoverable tank bottoms. The estimate will be reviewed and approved by the QSR prior to submission.

(2) **UNRECOVERABLE TANK BOTTOMS.** Prior to the end of the contract period, the Contractor shall provide the Property Administrator a written estimate of unrecoverable tank bottoms. The estimate will be reviewed and approved by the QSR prior to submission.

(3) **REPORTING FUEL ADDITIVES AND SLOP FUEL.** Government-owned fuel additives and slop fuel stock at the DFSP will be treated as separate and distinct items, and all transactions shall be documented as outlined herein. These products will be recorded in gallons and reported under the approved National Stock Number (NSN).

(a) An auditable identity change document (DD Form 1348-8) shall be used to account for bulk FSII blended with bulk fuel and fuel downgraded to slop. Fractions of a gallon cannot be used (e.g., if 1.5 gallons of FSII were injected, report 1 gallon and record the .5 until a whole gallon is used).

(b) Packaged additives such as COR, ASA, AS1, AD1, and CO1 shall be accounted for locally using a general log or ledger. As the additive is injected, record the amount in the log to track usage and inventory. No other documentation is required.

(4) **GOVERNMENT BILLS OF LADING (GBLs) - CONUS ONLY.** Storage Contractors shall prepare GBLs in accordance with the data and instructions provided in DFSC 4500.4, Transportation and Traffic Management -Preparation of Government Bills of Lading for Shipment of Defense Fuel Supply Center Fuels (copies of the publication will be provided by the Contracting Officer upon request). The cognizant DER shall advise Contractors of any changes in processing and reporting procedures. Contractors shall contact the cognizant DER when additional guidance is required.

I119.04 Cont'd.

(5) **STATEMENT OF AUTHORIZED SIGNATURES.** The Contractor shall furnish the Property Administrator a statement containing the names and handwritten signatures of persons authorized by the Contractor to receive and accept Government-owned product or property.

(6) **RETENTION OF SUPPORTING DOCUMENTS.** The Contractor shall retain one copy of the ordering activities' requisitions for a period of two years or until the expiration of this contract, whichever is sooner.

(7) **CHANGE IN DFSP OPERATOR.** Transfer of residual inventory from expired contracts will be made regardless of whether there is a change in Contractors. The transfer of DESP product will be accomplished as follows:

(i) The outgoing Contractor, the new Contractor, and the QSR will jointly gauge all tanks and will calculate the physical inventory.

(ii) Upon completion of the inventory, a DD Form 1348-8 will be completed for each grade of fuel.

(iii) The following certification will be typed on each DD Form 1348-8 and signed by the appropriate individuals:

"The inventory recorded on this DD Form 1348-8 has been transferred from contract
(old number) to contract (new number) on (date) .

Signature (Outgoing Contractor) / (New Contractor) "

(iv) The Contractor shall telephone this information into the DER and mail one copy of each DD Form 1348-8 to the DER.

(v) The DER or ICP shall mail three copies of the Inventory Reconciliation Document Register covering the transfer month to the outgoing Contractor. The outgoing Contractor shall apply appropriate certification to the Inventory Reconciliation Document Register and shall retain one copy, provide one copy to the new Contractor, and return the third copy to the DER.

(8) **RETENTION OF ACCOUNTABLE RECORDS AND DOCUMENTS.** All records and documents identified above are DESC-accountable records and must be retained for two years after expiration of the contract.

(DESC 52.245-9F30)

I180.02 ENVIRONMENTAL PROTECTION (STORAGE) (DESC MAY 1987)

The Contractor agrees to conform to all laws and regulations relating to the protection of the environment in effect on the date the contract is awarded, which are applicable to its operation in the performance of this contract. The Contractor further agrees to conform to any laws or regulations enacted after contract award that are applicable to its operation in the performance of this contract. In the event that conformance with any such new laws or regulations causes an increase or decrease in the operating cost, the Contractor and the Government will negotiate an equitable adjustment in the contract price. Failure to agree on an equitable adjustment in the contract price shall be a dispute concerning a question of fact within the meaning of the DISPUTES clause of this contract; however, nothing in this clause shall excuse the Contractor from implementing any such laws or regulations. The Contractor shall proceed with performance of this contract, unless so advised in writing by the Contracting Officer.

(DESC 52.223-9F25)

I209.01 OPTION TO RENEW (SERVICES) (DESC APR 1997)

The Government shall have the option to renew this contract upon the same terms and conditions for three (3) successive periods of five (5) each. The Government shall issue written notice of its exercise of this option to renew at least 30 days prior to the expiration date of this contract or any renewal thereof.

(DESC 52.217-9F70)

I209.17 EXTENSION PROVISION (AFDF) (DESC SEP 2000)

The Government shall have the right to extend this contract upon the same terms and conditions on a month-by-month basis for a total of no more than six months at the end of any five-year period except the last one, if the Government will not be exercising an option. Notice of extensions may be furnished any time prior to the expiration of this contract or any extensions thereof. The foregoing extensions may be exercised by the Government only if (a) a decision is made by the Government that the additional time is required to deplete the Government-owned stocks stored in the facility, (b) a contract for follow-on services is terminated for default by the Government prior to commencement of services, or (c) where the extension is required to sustain performance because of difficulties encountered in award of the follow-on contract.

(DESC 52.217-9F41)

1238.02 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) **DEFINITION. HUBZone small business concern**, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) **EVALUATION PREFERENCE.**

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
- (ii) Otherwise successful offers from small business concerns;
- (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
- (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) **WAIVER OF EVALUATION PREFERENCE.** A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offer elects to waive the evaluation preference.

(d) **AGREEMENT.** A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-4)

CLAUSES INCORPORATED BY REFERENCE:

11	DEFINITIONS (OCT 1995)
11.02	COMPUTER GENERATED FORMS (JAN 1991)
11.06	REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
11.19	AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)
11.22	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
11.22-1	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
11.24	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
12	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
12.01	CHANGES - FIXED-PRICE (ALT I) (APR 1984)
13	EXTRAS (APR 1984)
13.01	PROMPT PAYMENT (JUN 1997)

I4	DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
I7	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)
I8.02	ASSIGNMENT OF CLAIMS (ALT I) (APR 1984)
I11.03	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
I11.04	BANKRUPTCY (JUL 1995)
I12.01	DISPUTES (OCT 1995)
I12.03	PROTEST AFTER AWARD (AUG 1996)
I16.01	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (SEP 2000)
I18.02	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
I18.03	EQUAL OPPORTUNITY (FEB 1999)
I18.06	DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
I20	COVENANT AGAINST CONTINGENT FEES (APR 1984)
I24	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
I25	AUTHORIZATION AND CONSENT (JUL 1995)
I27	GRATUITIES (APR 1984)
I28.16	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
I31.06	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
I32	CANCELLATION UNDER MULTIYEAR CONTRACTS (OCT 1997)
I33	INTEREST (JUN 1996)
I36.03	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
I43.01	LIMITATION OF LIABILITY - SERVICES (FEB 1997)
I95	AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
I98	PROTECTING THE GOVERNMENT'S INTERESTS WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
I100	SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)
I102.03	DRUG-FREE WORK FORCE (SEP 1988)
I102.04	DRUG-FREE WORKPLACE (JAN 1997)
I114	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)
I117	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
I124	LIABILITY FOR THE FACILITIES (JAN 1997) (DEVIATION)
I131	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
I132.02	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
I136	COMPETITION IN SUBCONTRACTING (DEC 1996)
I168	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
I169	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)
I170	UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 1999)
I171	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 1999)
I171.01-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (FEB 2000)
I171.01-3	SOCIOECONOMIC PROPOSAL (MAR 1996) – DLAD
I171.03	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (APR 1996)
I171.07	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)
I176	COST ACCOUNTING STANDARDS (APR 1998)
I176.03	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998)
I176.05	ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)
I178	WASTE REDUCTION PROGRAM (AUG 2000)
I181	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
I185.01	SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)
I190.03	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)
I190.05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)
I198	PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
I225	PAYMENTS (APR 1984)
I229	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
I251	ANTI-KICKBACK PROCEDURES (JUL 1995)

- I255 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)**
- I285 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)**

SECTION J - LIST OF ATTACHMENTS

FORM	TITLE	LOCATION
DD1707	INFORMATION TO OFFERORS OR QUOTERS	COVER PAGE
SF33	SOLICITATION, OFFER, AND AWARD	PAGE 1
	OFFEROR SUBMISSION PACKAGE	ATTACHMENT 1
	WAGE DETERMINATION <u>1994-2393 (Rev. 18)</u> dated <u>September 18, 2000</u>	ATTACHMENT 2
	DRAFT LEASE	<i>Will be added by amendment at a later date</i>

SECTION K - REPRESENTATION, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

- K1.01-5 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**
See the Offeror Submission Package - Attachment 1
- K1.01-6 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**
See the Offeror Submission Package - Attachment 1
- K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)**
See the Offeror Submission Package - Attachment 1
- K7 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998)**
See the Offeror Submission Package - Attachment 1
- K15.03 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**
See the Offeror Submission Package - Attachment 1
- K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)**
See the Offeror Submission Package - Attachment 1
- K41 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)**
See the Offeror Submission Package - Attachment 1
- K45 FACSIMILE INVOICING (COCO/GOCO) (DESC SEP 1988)**
See the Offeror Submission Package - Attachment 1
- K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)**
- (a) **DEFINITIONS.** As used in this provision--
- (1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

K85 Cont'd.

(3) **Significant interest**, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

K88 TAXPAYER IDENTIFICATION (OCT 1998)

See the Offeror Submission Package - Attachment 1

K94 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

See the Offeror Submission Package - Attachment 1

K96 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(FAR 52.203-11)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L1.02 PROPOSAL ACCEPTANCE PERIOD (DESC NOV 1991)

(a) **Acceptance period**, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 120 calendar days.

(d) If the offeror specifies an acceptance period which is less than that required by the Government, such offer may be rejected.

(e) The offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if such offer is acceptable to the Government and is accepted within the acceptance period stated in (c) above or within any extension thereof that has been agreed to by the offeror.

(DESC 52.215-9FB1)

L2.01 INSTRUCTIONS TO OFFERORS (RFP) (DESC OCT 1981)

Offerors are expected to examine all sections of the solicitation and the Information to Offerors form. Failure to do so will be at offeror's risk. Each offeror shall furnish the information required by the solicitation. Offers and modifications thereto shall be signed and dated. The name and title of the person authorized to sign the offer is to be printed or typed on the offer. The offer shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. Erasures or other changes must be initialed by the person signing the offer. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.

(DESC 52.215-9F45)

L2.05-8 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (ALT I) (FEB 2000/OCT 1997)

(a) **DEFINITIONS.** As used in this provision--

(1) **Discussions** are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

(2) **In writing** or **written** means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

(3) **Proposal modification** is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award. Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

(4) **Time**, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturday, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) **SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF PROPOSALS.**

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals, and modifications to proposals shall be submitted in paper media in sealed envelopes or packages—

(i) Addressed to the office specified in the solicitation; and

(ii) Showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the prices set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic address if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) **Submission, modification, revision, and withdrawal of proposals.**

L2.05-8 Cont'd.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "**late**" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(a) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(b) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, or

It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(c) It is the only proposal received.

It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposal in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the FACSIMILE PROPOSALS provision. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, EVALUATION OF FOREIGN CURRENCY OFFERS, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) **OFFER EXPIRATION DATE.** Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet.

(e) **RESTRICTION ON DISCLOSURE AND USE OF DATA.** Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: THIS PROPOSAL INCLUDES DATA THAT SHALL NOT BE DISCLOSED OUTSIDE THE GOVERNMENT AND SHALL NOT BE DUPLICATED, USED, OR DISCLOSED -- IN WHOLE OR IN PART -- FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL. IF, HOWEVER, A CONTRACT IS AWARDED TO THIS OFFEROR AS A RESULT OF -- OR IN CONNECTION WITH -- THE SUBMISSION OF THIS DATA, THE GOVERNMENT SHALL HAVE THE RIGHT TO DUPLICATE, USE, OR DISCLOSE THE DATA TO THE EXTENT PROVIDED IN THE RESULTING CONTRACT. THIS RESTRICTION DOES NOT LIMIT THE GOVERNMENT'S RIGHT TO USE INFORMATION CONTAINED IN THIS DATA IF IT IS OBTAINED FROM ANOTHER SOURCE WITHOUT RESTRICTION. THE DATA SUBJECT TO THIS RESTRICTION ARE CONTAINED IN SHEETS (INSERT NUMBERS OR OTHER IDENTIFICATION OF SHEETS); and

(2) Mark each sheet of data it wishes to restrict with the following legend: USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

L2.05-8 Cont'd.**(f) CONTRACT AWARD.**

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(FAR 52.215-1/Alt I)

L2.21 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DOD FAR Supplement Regulation (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(FAR 52.252-5)

L2.28 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

(a) This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotations or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provisions by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR/DFARS: <http://farsite.hill.af.mil/>

FAR/DFARS: <http://www-far.npr.gov/>

DLAD: <http://www.procregs.hq.dla.mil/>

(FAR 52.252-1)

L2.31.100 PROPOSAL FORMAT AND CONTENT (DESC NOV 2000)

Proposals will be submitted in two sections and clearly labeled **Price Proposal** and **Technical Proposal**. Offers for less than the entire four-year contract period will not be considered.

(a) PRICE PROPOSAL.

(1) The SERVICES TO BE FURNISHED clause must be completed and a detailed cost breakdown included. All fill-ins in the Offeror Submission Package must be completed and submitted with the offer. The offeror should submit the original and one copy of the price proposal.

(2) If any exceptions are to be taken to the terms and conditions, indicate specific paragraphs and submit as part of the price proposal. Only exceptions detailed here will be considered exceptions to the requirements of the solicitation.

(b) TECHNICAL PROPOSAL.

(1) The offeror will submit the original and 3 copies of the technical proposal. The proposal will be evaluated strictly on technical merit, and should describe and justify the offeror's technical approach to the requirements of the work to be performed. Without simply mirroring the content of the PWS, the offeror will provide a concept as to how the operational requirements contained in the PWS will be accomplished, which should also include a discussion of why the proposed approach will meet the requirements. Within the limits outlined below, the technical proposal should be specific, complete in every detail, and provide concise, straight forward descriptions of the offeror's capability to perform this work. Offerors will identify any technical, schedule, performance, or cost risks associated with their proposals, and describe how they will resolve or avoid the identified risks. Proposals that are unrealistic in terms of technical commitments or price may be considered indicative of a lack of understanding of the solicitation requirements. The complete technical proposal for factor (2)(i), excluding résumés and drawings/designs, **will not exceed 20 pages for each subfactor**.

(2) **SPECIFIC INSTRUCTIONS.** Technical proposals should address the following subjects:

(i) **OPERATIONAL CAPABILITY.** The offeror must address the following subfactors, which are equal in importance:

(A) Ability to provide the required services at Simmons Army Airfield (SAAF). The offeror must submit a complete plan detailing how he will meet each of the operational requirements in the SOW, including a manning plan showing the offeror's planned manning levels for each 24-hour period over one week. The offeror will also submit a maintenance plan describing the planned approach for performing maintenance on the facilities at SAAF. The offeror will submit a description of the equipment to be provided, including the number, size, model, year manufactured, and condition of any refueling trucks. Resumes of key personnel must be submitted (management or supervisory positions).

(B) Ability to provide the required services at Camp Mackall. The offeror must submit a complete description of his plan for meeting the operational requirements at Camp Mackall. This description should include drawings and designs of any facilities necessary, along with a narrative describing their fuel dispensing capability, storage capability, ability to meet environmental requirements, automated system capability, and any other information necessary for a complete evaluation of the facilities' ability to provide the required services. The offeror should also include a plan describing his planned approach for ensuring that the operational requirements at Camp Mackall will be met for the 20-year contract period.

(ii) PAST PERFORMANCE.

(A) **EXPERIENCE.** The offeror shall list all contracts and subcontracts (completed or in progress) for the last three years from DESC as well as others (completed or in progress) for other Government agencies or the private sector that are related to the proposed contract. Failure to submit a complete list may reflect adversely on the Contractor. The Government has the option to consider information from these sources, and any others that may be available, that it deems necessary in order to make an accurate assessment of the Contractor's past performance. The offeror should include the following information:

- (a) Name of contracting activity;
- (b) Contract number;
- (c) Contract type and dollar value;
- (d) Brief description of the work (include a description of any subcontracting); and
- (e) Contracting Officer, Contracting Officer's Representative, Administrative Contracting Officer, and program manager (all that are applicable) with telephone numbers. These contracts may include efforts undertaken on behalf of (1) private industry, (2) quasi-government organizations, or (3) Federal agencies, including those performed for non-DoD activities.

(B) The offeror should provide information on any significant problems encountered and corrective actions taken.

(iii) SUBCONTRACTING.

The offeror should describe any planned subcontracting with small, small disadvantaged, and small women-owned businesses.

(DESC 52.215-9F95)

L5 SERVICE OF PROTEST (AUG 1996)

(a) **Protests**, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from--

ATTN: **DFSC-CPA**
 DEFENSE ENERGY SUPPORT CENTER
 8725 JOHN J KINGMAN ROAD SUITE 4950
 FORT BELVOIR VA 22060-6222

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO.
 (FAR 52.233-2)

L5.01-1 AGENCY PROTESTS (DEC 1999) - DLAD

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (**NOTE:** DLA procedures for Agency Level Protests filed under Executive Order No. 12979 for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

(DLAD 52.233-9000)

L11 POSTPONEMENT OF OPENING/CLOSING OF OFFERS (OCT 1982) DLAD

If the opening/closing of offers is postponed because emergency or unanticipated events (such as, but not limited to, flood, fire, accident, weather condition, or strikes) result in closing the designated site for opening/closing of offers, so that the conduct of openings/closings as scheduled is impracticable, offers or modifications or withdrawal of offers received prior to the time of actual opening/closing will be considered as timely. Offers or modifications or withdrawals of offers received after the time of actual opening/closing of offers, when opening/closing of offers was postponed as provided above, will not be considered except as provided in FAR 52.214-7 or 52.215-10, as applicable.

(DLAD 52.214-9000)

L17 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained --

- (a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or
- (b) By submitting a request to the --

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)
 BUILDING 4 SECTION D
 700 ROBBINS AVENUE
 PHILADELPHIA PA 19111-5094

TELEPHONE: (215) 697-2667/2179
 FACSIMILE: (215) 697-1462.

(FAR 52.211-2)

L23 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by FAR clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

(DFARS 252.209-7003)

L54.01 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(FAR 52.237-1)

L74 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price - cost reimbursable contract resulting from this solicitation.
(FAR 52.216-1)

L82 WAGE DETERMINATION (DESC JAN 1986)

This procurement is subject to Wage Determination Number 1994-2393 (Rev. 18) dated September 18, 2000 as determined by the Administrator, Wage and Hour Public Contracts Division, U.S. Department of Labor. Register of Wage Determination and Fringe Benefits under the McNamara-O'Hara Service Contract Act is attached and made a part of this solicitation.

(DESC 52.222-9F10)

L87.03 CONDITIONS FOR MULTIYEAR OFFERS (DESC AUG 1998)

- (a) Offerors must submit a price for the total 20-year requirement. If you do not offer on the entire requirement, your bid/proposal will not be considered.
- (b) Offerors are advised that the offered price shall be the same for each year of the multiyear requirement.

(DESC 52.207-9FB5)

L87.06 CONDITIONS FOR MULTIYEAR OFFERS (DESC FEB 1995)

- (a) Offerors must submit a price for the total multiyear requirements. Offers for less than the multiyear requirements will not be considered for award, except for items specifically designated as one-year requirements.
- (b) Price changes will be made in accordance with the SERVICE CONTRACT ACT.
- (d) Award will not be made for less than the multiyear requirements, except for those items designated as one-year requirements.

(DESC 52.207-9FA5)

L96 ADMINISTRATION OF THE SMALL BUSINESS SUBCONTRACTING PROGRAM (DESC FEB 1999)

The SMALL BUSINESS SUBCONTRACTING PLAN clause contained in any contract awarded under this solicitation will be administered by the cognizant Defense Contract Management District.

(DESC 52.242-9F15)

L196 PREPROPOSAL CONFERENCE (AARD) (DESC AUG 1993)

A Preproposal Conference, in conjunction with the site visit, will be held on December 14, 2000 commencing at 9:00 a.m. at the Readiness Business Center, Bldg. 2-1731, Armistead St., Ft. Bragg, NC. Contractors are requested to submit by letter, telephone, or wire the name(s) of the individual(s) who plan to attend, on or before December 7, 2000.

(DESC 52.215-9F15)

L203 HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)

(a) Any handcarried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.

(b) Offers delivered by an express delivery service will be considered "handcarried." Therefore, bidders/offerors that respond to this solicitation using an express delivery service must ensure that the express delivery service "handcarries" the offer to the depository indicated on the SF 33 or SF 1449.

(c) The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered "mail" under the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS provision.

(DESC 52.252-9F05)

L205 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code must be for that name and address. Enter **CAGE** before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete Section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(DFARS 252.204-7001)

SECTION M - EVALUATION FACTORS FOR AWARD**M2.03-1 SOCIOECONOMIC EVALUATION (OCT 1996) - DLAD**

The Socioeconomic Proposal provided by the offeror under 52.215-9002 will be evaluated on a comparative basis among all offerors. An offeror that proposes a higher percentage, complexity level, and variety of participation by small businesses and historically black colleges or universities and minority institutions in performance of the contract, generally will receive a higher rating on this factor. An offeror's efforts to develop additional opportunities for small businesses and historically black colleges or universities and minority institutions will also be comparatively evaluated with the proposals of other offerors. Offerors' proposals for socioeconomic support will be made a part of any resulting contract for use in determining how well the Contractor has adhered to its socioeconomic plan. This plan will be monitored by the cognizant Defense Contract Management Command's small business office as a means of assisting the Contracting Officer in determining how well the Contractor has in fact performed. This determination will then be used as a consideration prior to option exercise and future source selection decisions. Performance on prior contracts in subcontracting with and assisting small businesses and historically black colleges or universities and minority institutions will be part of past performance evaluation.

(DLAD 52.215-9003)

M28.100 EVALUATION OF OFFERS (DESC NOV 2000)

(a) Award of this contract shall be made by using source selection procedures. Proposals submitted in response to this solicitation should be prepared in accordance with the Proposal Format and Content Clause and will be evaluated by a board of one or more Government personnel. Final selection shall be made by the Source Selection Authority based on an overall assessment of each offeror's technical and price proposals. Judgment on the part of the Government evaluator(s) is implicit in the entire source selection process. The resultant contract shall represent the best overall value to the Government.

(b) For purposes of this solicitation, price and technical merit are equal in importance. However, as proposals become more equal in their technical merit, the price becomes more important.

(i) **PRICE EVALUATION.** The Government reserves the right to award to other than the lowest evaluated offer. The low offer will be determined by computing the total cost to the Government for the initial five-year period of performance, plus the three (3) five-year option periods. This total will be converted to current year dollars using the discount rate provided in OMB Circular A-94.

(ii) **TECHNICAL EVALUATION.** Technical proposals will be rated and ranked against the evaluation factors listed below. Factors 1 and 2 are equal in importance, and significantly more important than factor 3. Subfactors (A) and (B) under factor 1 are equal in importance.

FACTOR 1**OPERATIONAL CAPABILITY**

Subfactor (A): The Government will evaluate the offeror's ability to provide the required services at SAAF. This includes the adequacy of the manning plan, the amount and quality of equipment provided, the offeror's ability to maintain the fuel facilities, and the experience of key personnel.

Subfactor (B): The Government will evaluate the offeror's ability to provide the required services at Camp Mackall. This includes the ability to provide the required fuel services to aircraft, the ability to provide these services for 24 hour, 7 days a week operations over a 20-year period, the ability to meet environmental requirements, and the ability to provide automated information and interface with the Fuels Automated System..

M28.100 Cont'd.**FACTOR 2****PAST PERFORMANCE**

The Government will evaluate the offeror's past performance. In doing this, the Government may consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees, other subcontractors, and any others who may have useful information. Offerors lacking relevant past performance history shall receive a neutral evaluation for past performance.

A record of acceptable past performance will not result in a favorable assessment of an otherwise unacceptable proposal.

FACTOR 3**SUBCONTRACTING**

The Government will evaluate the offeror's commitment to subcontracting with small, small-disadvantaged, and small, woman-owned businesses.

(c) After each evaluation, each of the factors described in (b)(ii) above will be given one of the following ratings:

- (1) Exceptional.
- (2) Very Good.
- (3) Satisfactory.
- (4) Marginal.
- (5) Unsatisfactory.

Proposals may be rated differently within each category, i.e., two proposals may receive an exceptional rating, but one may be more exceptional than the other.

M43.05 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not be in the Government's best interest, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(FAR 52.217-5)

M72 EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DESC APR 1997)

(a) Offerors are expected to submit offers in full compliance with all terms and conditions of this solicitation.

(b) Any exceptions/deviations to the terms and conditions of this solicitation will result in the Government's determination that either--

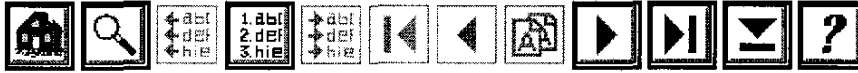
- (1) The exception/deviation is material enough to warrant rejection of the offer in part or in full; or
- (2) The exception/deviation is acceptable.

(c) If the exception/deviation is in reference to a specification contained in this solicitation and the offeror cannot supply product fully meeting the required specification(s), the product can be offered for consideration provided the offeror clearly indicates, by attachment to the offer, the extent to which any product offered differs from the required specification(s).

(d) If the exception/deviation is in reference to a particular test, inspection, or testing method contained in this solicitation, the offer can be considered provided the offeror clearly indicates, by attachment to the offer, the extent to which its offer differs from those requirements.

(e) If the exception/deviation is determined acceptable, offered prices may be adjusted, for evaluation purposes only, by the Government's best estimate of the quantitative impact of the advantage or disadvantage to the Government that might result from making an award under those circumstances.

(DESC 52.209-9F45)

**WAGE DETERMINATION NO: 94-2393 REV (18) AREA: NC,FAYETTEVILLE**

WAGE DETERMINATION NO: 94-2393 REV (18) AREA: NC,FAYETTEVILLE

REGISTER OF WAGE DETERMINATIONS UNDER

U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W.Gross
DirectorDivision of
Wage DeterminationsWage Determination No.: 1994-2393
Revision No.: 18
Date Of Last Revision: 09/18/2000

States: North Carolina, South Carolina

Area: North Carolina Counties of Beaufort, Bladen, Brunswick, Carteret, Columbus, Cra
Cumberland, Dare, Duplin, Greene, Harnett, Hoke, Hyde, Johnston, Jones, Lee, Lenoir,
Martin, Moore, New Hanover, Onslow, Pamlico, Pender, Pitt, Richmond, Robeson, Sampson
Scotland, Tyrrell, Washington, Wayne, Wilson

South Carolina Counties of Dillon, Horry, Marion, Marlboro

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE

MINIMUM WAGE RATE

Administrative Support and Clerical Occupations

Accounting Clerk I	7.01
Accounting Clerk II	8.75
Accounting Clerk III	11.13
Accounting Clerk IV	12.44
Court Reporter	10.40
Dispatcher, Motor Vehicle	10.40
Document Preparation Clerk	8.28
Duplicating Machine Operator	8.28
Film/Tape Librarian	8.09
General Clerk I	6.74
General Clerk II	7.59
General Clerk III	8.28
General Clerk IV	9.29
Housing Referral Assistant	13.46
Key Entry Operator I	7.40
Key Entry Operator II	8.06
Messenger (Courier)	6.74
Order Clerk I	8.01
Order Clerk II	8.75
Personnel Assistant (Employment) I	7.20
Personnel Assistant (Employment) II	8.09
Personnel Assistant (Employment) III	10.40
Personnel Assistant (Employment) IV	13.46
Production Control Clerk	13.46
Rental Clerk	8.09
Scheduler, Maintenance	8.09
Secretary I	8.09
Secretary II	10.40
Secretary III	13.46
Secretary IV	14.96
Secretary V	16.55
Service Order Dispatcher	8.09
Stenographer I	7.20
Stenographer II	8.09
Supply Technician	12.66
Survey Worker (Interviewer)	10.40

Switchboard Operator-Receptionist	7.97
Test Examiner	10.40
Test Proctor	10.40
Travel Clerk I	7.85
Travel Clerk II	8.38
Travel Clerk III	8.95
Word Processor I	7.20
Word Processor II	8.09
Word Processor III	10.40
Automatic Data Processing Occupations	
Computer Data Librarian	9.73
Computer Operator I	10.55
Computer Operator II	12.68
Computer Operator III	15.38
Computer Operator IV	15.87
Computer Operator V	17.58
Computer Programmer I (1)	12.53
Computer Programmer II (1)	15.44
Computer Programmer III (1)	18.44
Computer Programmer IV (1)	21.01
Computer Systems Analyst I (1)	18.14
Computer Systems Analyst II (1)	21.71
Computer Systems Analyst III (1)	25.85
Peripheral Equipment Operator	9.73
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	15.06
Automotive Glass Installer	13.57
Automotive Worker	13.57
Electrician, Automotive	15.06
Mobile Equipment Servicer	12.09
Motor Equipment Metal Mechanic	15.06
Motor Equipment Metal Worker	13.57
Motor Vehicle Mechanic	15.06
Motor Vehicle Mechanic Helper	11.33
Motor Vehicle Upholstery Worker	13.57
Motor Vehicle Wrecker	13.57
Painter, Automotive	14.52
Radiator Repair Specialist	13.57
Tire Repairer	11.68
Transmission Repair Specialist	15.06
Food Preparation and Service Occupations	
Baker	13.08
Cook I	11.58
Cook II	13.08
Dishwasher	8.48
Food Service Worker	8.48
Meat Cutter	13.08
Waiter/Waitress	9.32
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	16.24
Furniture Handler	10.92
Furniture Refinisher	16.24
Furniture Refinisher Helper	12.70
Furniture Repairer, Minor	14.45
Upholsterer	16.24
General Services and Support Occupations	
Cleaner, Vehicles	8.48
Elevator Operator	8.48
Gardener	11.18
House Keeping Aid I	7.58
House Keeping Aid II	8.48
Janitor	8.48
Laborer, Grounds Maintenance	9.32
Maid or Houseman	7.58
Pest Controller	12.34

Refuse Collector	8.48
Tractor Operator	10.04
Window Cleaner	9.32
Health Occupations	
Dental Assistant	10.44
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.44
Licensed Practical Nurse I	8.31
Licensed Practical Nurse II	9.34
Licensed Practical Nurse III	10.44
Medical Assistant	9.34
Medical Laboratory Technician	9.34
Medical Record Clerk	9.34
Medical Record Technician	12.93
Nursing Assistant I	6.78
Nursing Assistant II	7.62
Nursing Assistant III	8.31
Nursing Assistant IV	9.34
Pharmacy Technician	11.63
Phlebotomist	9.34
Registered Nurse I	12.93
Registered Nurse II	15.81
Registered Nurse II, Specialist	15.81
Registered Nurse III	19.14
Registered Nurse III, Anesthetist	19.14
Registered Nurse IV	22.94
Information and Arts Occupations	
Audiovisual Librarian	14.96
Exhibits Specialist I	13.81
Exhibits Specialist II	16.72
Exhibits Specialist III	19.95
Illustrator I	13.81
Illustrator II	16.72
Illustrator III	19.95
Librarian	16.55
Library Technician	10.47
Photographer I	13.30
Photographer II	13.81
Photographer III	16.72
Photographer IV	19.95
Photographer V	24.15
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	5.94
Counter Attendant	5.94
Dry Cleaner	7.05
Finisher, Flatwork, Machine	5.94
Presser, Hand	5.94
Presser, Machine, Drycleaning	5.94
Presser, Machine, Shirts	5.94
Presser, Machine, Wearing Apparel, Laundry	5.94
Sewing Machine Operator	7.54
Tailor	8.06
Washer, Machine	6.28
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	16.24
Tool and Die Maker	17.81
Material Handling and Packing Occupations	
Forklift Operator	9.02
Fuel Distribution System Operator	10.39
Material Coordinator	11.05
Material Expediter	11.05
Material Handling Laborer	7.60
Order Filler	9.06
Production Line Worker (Food Processing)	9.72
Shipping Packer	9.18
Shipping/Receiving Clerk	9.18

Stock Clerk (Shelf Stocker; Store Worker II)	10.56
Store Worker I	8.66
Tools and Parts Attendant	9.72
Warehouse Specialist	9.72
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	17.10
Aircraft Mechanic Helper	12.70
Aircraft Quality Control Inspector	18.00
Aircraft Servicer	14.45
Aircraft Worker	15.34
Appliance Mechanic	16.24
Bicycle Repairer	13.11
Cable Splicer	17.10
Carpenter, Maintenance	16.24
Carpet Layer	15.34
Electrician, Maintenance	19.77
Electronics Technician, Maintenance I	17.80
Electronics Technician, Maintenance II	19.78
Electronics Technician, Maintenance III	20.67
Fabric Worker	14.46
Fire Alarm System Mechanic	17.10
Fire Extinguisher Repairer	13.57
Fuel Distribution System Mechanic	17.10
General Maintenance Worker	15.34
Heating, Refrigeration and Air Conditioning Mechanic	17.10
Heavy Equipment Mechanic	17.10
Heavy Equipment Operator	13.93
Instrument Mechanic	17.10
Laborer	9.64
Locksmith	16.24
Machinery Maintenance Mechanic	16.61
Machinist, Maintenance	16.69
Maintenance Trades Helper	12.70
Millwright	17.10
Office Appliance Repairer	16.24
Painter, Aircraft	16.24
Painter, Maintenance	16.24
Pipefitter, Maintenance	17.10
Plumber, Maintenance	16.24
Pneudraulic Systems Mechanic	17.10
Rigger	17.10
Scale Mechanic	15.34
Sheet-Metal Worker, Maintenance	17.10
Small Engine Mechanic	15.34
Telecommunication Mechanic I	17.10
Telecommunication Mechanic II	18.00
Telephone Lineman	17.10
Welder, Combination, Maintenance	17.10
Well Driller	17.10
Woodcraft Worker	17.10
Woodworker	13.57
Miscellaneous Occupations	
Animal Caretaker	10.07
Carnival Equipment Operator	10.84
Carnival Equipment Repairer	11.58
Carnival Worker	8.48
Cashier	7.30
Desk Clerk	8.94
Embalmer	15.81
Lifeguard	7.97
Mortician	15.81
Park Attendant (Aide)	10.01
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	7.97
Recreation Specialist	12.39
Recycling Worker	10.84

Sales Clerk	7.97
School Crossing Guard (Crosswalk Attendant)	8.48
Sport Official	7.97
Survey Party Chief (Chief of Party)	16.86
Surveying Aide	9.96
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.64
Swimming Pool Operator	13.08
Vending Machine Attendant	10.84
Vending Machine Repairer	13.08
Vending Machine Repairer Helper	10.84
Personal Needs Occupations	
Child Care Attendant	8.94
Child Care Center Clerk	11.56
Chore Aid	7.58
Homemaker	12.39
Plant and System Operation Occupations	
Boiler Tender	16.42
Sewage Plant Operator	16.24
Stationary Engineer	17.10
Ventilation Equipment Tender	12.70
Water Treatment Plant Operator	16.24
Protective Service Occupations	
Alarm Monitor	10.41
Corrections Officer	12.04
Court Security Officer	12.04
Detention Officer	12.04
Firefighter	12.04
Guard I	6.11
Guard II	10.41
Police Officer	14.75
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	11.73
Hatch Tender	11.73
Line Handler	11.73
Stevedore I	11.05
Stevedore II	12.43
Technical Occupations	
Air Traffic Control Specialist, Center (2)	26.07
Air Traffic Control Specialist, Station (2)	17.98
Air Traffic Control Specialist, Terminal (2)	19.79
Archeological Technician I	12.31
Archeological Technician II	13.84
Archeological Technician III	16.72
Cartographic Technician	16.72
Civil Engineering Technician	16.72
Computer Based Training (CBT) Specialist/ Instructor	18.14
Drafter I	10.87
Drafter II	13.30
Drafter III	13.81
Drafter IV	16.72
Engineering Technician I	10.87
Engineering Technician II	13.30
Engineering Technician III	13.81
Engineering Technician IV	16.72
Engineering Technician V	20.91
Engineering Technician VI	25.29
Environmental Technician	16.14
Flight Simulator/Instructor (Pilot)	21.71
Graphic Artist	18.14
Instructor	17.14
Laboratory Technician	13.32
Mathematical Technician	16.72
Paralegal/Legal Assistant I	10.40
Paralegal/Legal Assistant II	14.96
Paralegal/Legal Assistant III	18.29

Paralegal/Legal Assistant IV	23.15
Photooptics Technician	16.72
Technical Writer	19.76
Unexploded (UXO) Safety Escort	16.57
Unexploded (UXO) Sweep Personnel	16.57
Unexploded Ordnance (UXO) Technician I	16.57
Unexploded Ordnance (UXO) Technician II	20.05
Unexploded Ordnance (UXO) Technician III	24.02
Weather Observer, Combined Upper Air and Surface Programs (3)	14.17
Weather Observer, Senior (3)	15.79
Weather Observer, Upper Air (3)	14.17
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	8.90
Parking and Lot Attendant	6.11
Shuttle Bus Driver	8.35
Taxi Driver	7.80
Truckdriver, Heavy Truck	10.07
Truckdriver, Light Truck	8.35
Truckdriver, Medium Truck	8.90
Truckdriver, Tractor-Trailer	10.07

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$1.92 an hour or \$76.80 a week or \$332.80 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor weeks after 8 years, and 4 weeks after 20 years. Length of service includes the whole of continuous service with the present contractor or successor, wherever employed, and the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Col Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. a rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours week) and Sunday is part of your regularly scheduled workweek, you are paid at your regular basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard including working with or in close proximity to explosives and incendiary materials involved in research, testing, manufacturing, inspection, renovation, maintenance, and disposal. Such as: Screening blending, drying, mixing, and pressing of sensitive explosives pyrotechnic composition as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, a maintenance operations on sensitive explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard. Including working with or in close proximity to explosives and incendiary materials which involves potential injury such as laceration of hands, face, arms of the employee engaged in the operation and, possibly adjacent employees, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used.

All operations involving, unloading, storage, and hauling of explosive and incendiary ordnance material other than small arms ammunition. (Distribution of raw nitroglycerin)

covered under high degree hazard.)

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either the terms of the Government contract, by the employer, by the state or local law, etc) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (\$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See S 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order of priority: classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report to the action, together with the agency's recommendations and pertinent information including position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(1) Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.
Information required by the Regulations must be submitted on SF 1444 or bond paper.
When preparing a conformance request, the "Service Contract Act Directory of Occupati
(the Directory) should be used to compare job definitions to insure that duties requ
are not performed by a classification already listed in the wage determination. Reme
it is not the job title, but the required tasks that determine whether a class is inc
in an established wage determination. Conformances may not be used to artificially s
combine, or subdivide classifications listed in the wage determination.
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